Groveland Community Services District

REGULAR MEETING OF THE BOARD OF DIRECTORS
District Office, 18966 Ferretti Road
Groveland, CA 95321
(209) 962-7161 www.gcsd.org

AGENDA

Thursday, November 12, 2026
9:00 a.m.

Closed Session will begin at 9:00 am
Open Session will reconvene at 9:30 am

(This regular meeting was rescheduled from Wednesday, November 11, 2026, to Thursday, November 12, 2026, in observance of Veterans Day.)

MEETING LOCATION:

Groveland Community Resilience Center
18986 Ferretti Road Groveland, CA 95321

Public Access Audio and Video Live Streaming: The Public will have access to give public comments via public access audio and video live streaming; and can be accessed via the Zoom meeting link below:

https://us02web.zoom.us/j/7688070165

Remote viewing of the meeting via live streaming is provided to members of the public as a courtesy. If the live streaming connection malfunctions for any reason and no Board Members are attending via teleconference, the Board of Directors will continue the public meeting where it is currently being held, without remote access.

This meeting is physically open to the Public and citizens who wish to provide public comment during the meeting will be invited to do so by the Board President. Written comments can be submitted to be included as part of the administrative record; they will not be read during the meeting. All comments must be received by 9:00 a.m. on the day of the noticed meeting and can be submitted to the Board Secretary at 18966 Ferretti Rd., Groveland, 95321, or via email to rpearlman@gcsd.org.

ACCESSIBILITY INFORMATION:

Board Meetings are accessible to people with disabilities and others who need assistance. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to observe and/or participate in this meeting and access meeting-related materials should contact Rachel Pearlman, Board Secretary, at least 48 hours before a regular meeting at (209) 962-7161 or rpearlman@gcsd.org. Advanced notification will enable the District to swiftly resolve such requests to ensure accessibility.

AGENDA MATERIAL:

Physical copies of agenda material will not be available at the meeting. All agenda material can be accessed on the District Board Meeting Webpage at https://www.gcsd.org/board-meetings-meeting-documents. Physical copies can be obtained through the District office.

PUBLIC RECORDS:

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time they are distributed to all or a majority of the members of the Board. The Board has designated the District's website located at https://www.gcsd.org as the place for making those public records available for inspection.

The documents may also be obtained by calling the District office.

AGENDA
Thursday, November 12, 2026
9:00 a.m.

MEETING LOCATION:
Groveland Community Resilience Center
18986 Ferretti Road, Groveland, CA 95321

Call to Order

Pledge of Allegiance

Roll Call of Board Members
John Armstrong, President
Janice Kwiatkowski, Vice President
Nancy Mora, Director
Robert Swan, Director
Bob Turney, Director

1. **Approve Order of Agenda**

2. **Closed Session**

   (Public may comment on closed session item prior to Board convening into closed session)

   PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Government Code Section 54957
   Title: General Manager

   Public Comment on Closed Session

   Adjourn into Closed Session

3. Reconvene Open Session - **9:30 AM**

   Announcement of Reportable Action Taken in Closed Session

4. **Public Comment**

   Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Public comments are subject to a 3-minute time limit; 10 minutes on an individual topic. Although no

action can be taken on items not listed on the agenda, please know we are listening carefully to your comments.

5. Information Items

Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda. Public comments will be taken after each report is provided.

A. Staff Reports
   i. Fire Department Report
   ii. CERT Report - Verbal
   iii. Citizens' Advisory Committee Report - Verbal
   iv. Operations Manager's Report
   v. Administrative Services Manager's Report
   vi. General Manager's Report

B. Proclamations
   i. Recognition of Nathan Moffitt for his 6 Years of Service to the Groveland Community Services District

   ii. Recognition of Darren Dalton for his 4 Years of Service to the Groveland Community Services District

   iii. Recognition of Dustin Johnson for his 2 Years of Service to the Groveland Community Services District

   iv. Recognition of Jennifer Ahlswede for her 1 Year of Service to the Groveland Community Services District

6. Consent Calendar

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

A. Approve Minutes from October 14, 2026, Regular Meeting

B. Accept October 2026 Payables

C. Adoption of a Resolution Renewing an on-Call Maintenance Agreement with Sierra Mountain Construction Inc.

D. Waive Reading of Ordinances and Resolutions Except by Title

7. Old Business

(Items tabled or carried forward from a previous meeting to be considered on this agenda. The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action)

A. None

8. Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comments will be considered in advance of each Board action.

A. Adoption of A Resolution Approving the Memorandum of Understanding between Tuolumne County and the District for a California Arts in Parks Grant Program to Fund the Me-Wuk Heritage Mosaic

B. Adoption of a Resolution Approving an Extension and Amendment to the General Manager's Employment Contract

9. Adjournment

Groveland Community Services District
Fire Department



Staff Report
October 2026

Monthly Call Totals E-781



Medical Aids- 24

Structure Fire- 2

Vegetation Fire- 2

Other Type Fires- 2

Traffic Collisions- 1

Hazardous Conditions- 4

Auto Aid to Tuolumne County- 1

Public Service/Other- 9

Total- 44

Monthly Call Totals E-631



Medical Aids- 8

Structure Fire- 2

Vegetation Fire- 2

Other Type Fires-1

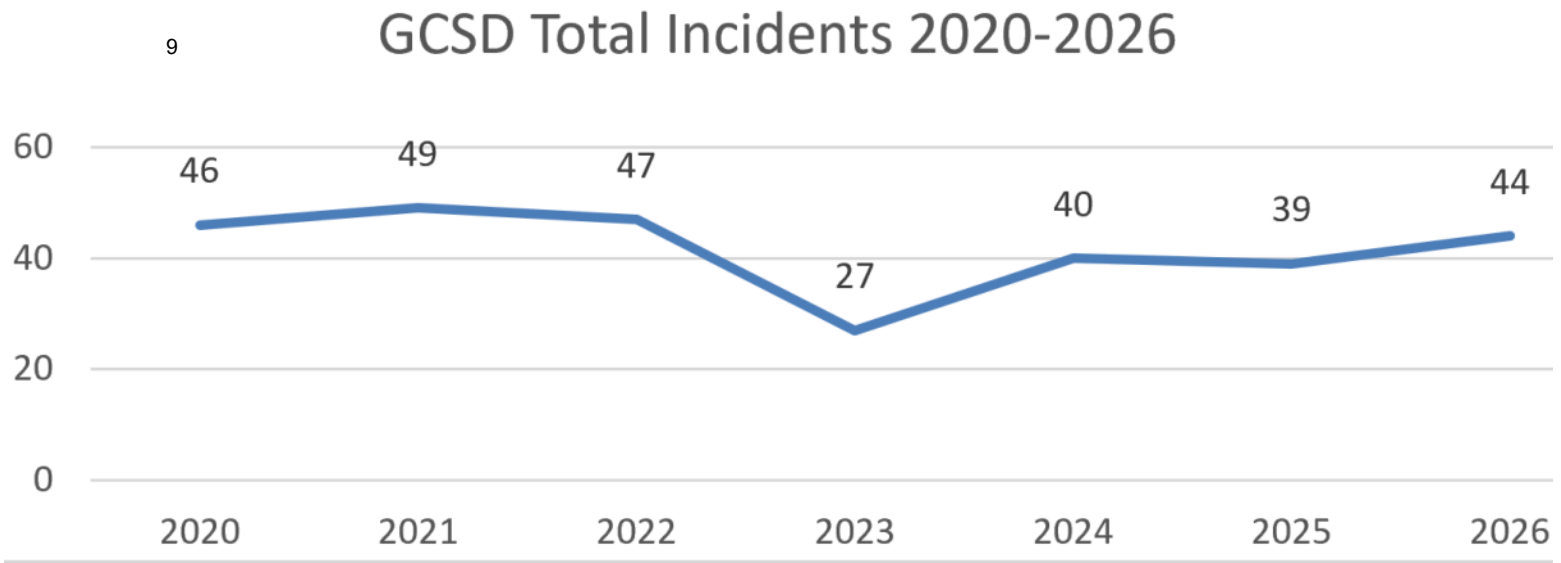
Traffic Collisions- 1

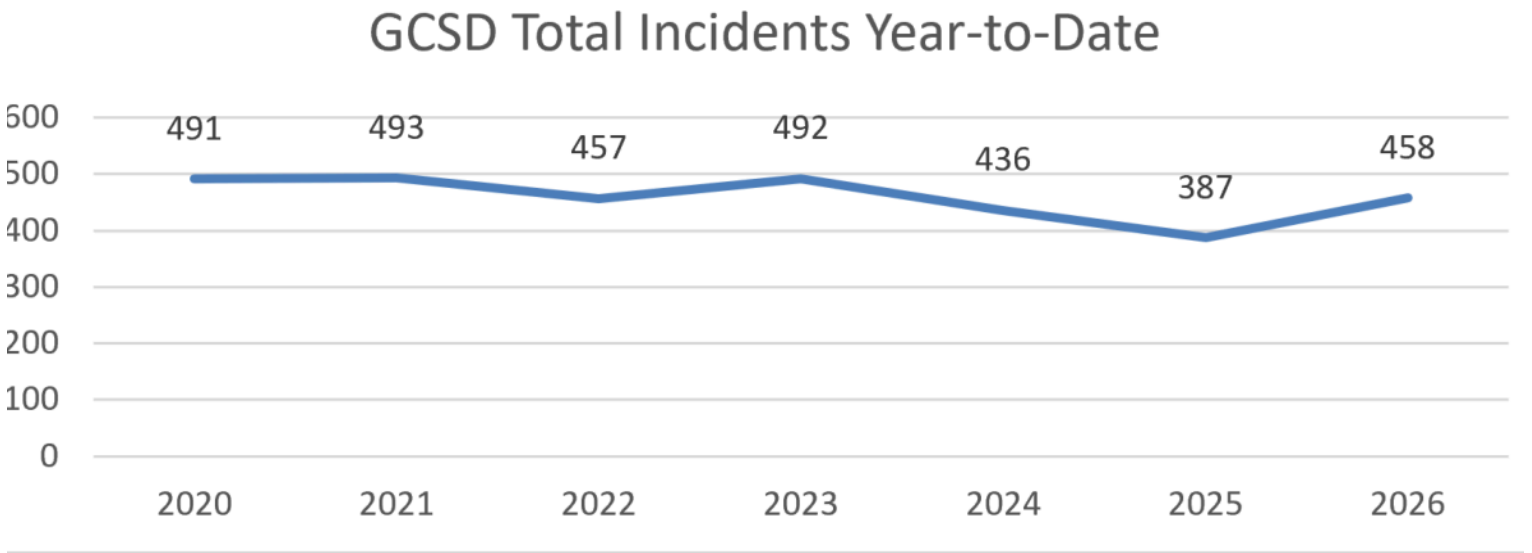
Hazardous Conditions- 0

Auto Aid to GCSD- 2

Public Service/Other- 12

Total- 26


GCSD Total Incidents 2020-2026
60
40
20
0
46
49
47
27
40
39
44
2020
2021
2022
2023
2024
2025
2026


GCSD Total Incidents Year-to-Date
600
500
400
300
200
100
0
491
493
457
492
436
387
458
2020
2021
2022
2023
2024
2025
2026

Significant Incidents



Otter Incident

Vegetation Fire

10 / 09 / 26



On Friday, October 9, 2026, GCSD Engine 781, TCFD Engine 631, and CAL FIRE TCU responded to a vegetation fire within Pine Mountain Lake. Firefighters arrived quickly and found a small vegetation fire threatening nearby homes. Through a coordinated response and aggressive initial attack crews were able to quickly extinguish the fire and limit the damage to approximately 1/10th of an acre. The rapid response, coordinated efforts, and teamwork among the responding agencies helped prevent further fire growth and protect the surrounding community.

Fargo Incident

Residential Structure Fire

10/12/26



On Monday, October 12th, 2026, GCSD Engine 781, TCFD Engine 631, and CAL FIRE TCU responded to a residential structure fire within Pine Mountain Lake. Firefighters arrived quickly and successfully contained the fire to the HVAC unit, preventing it from spreading into the home.The effective coordination and prompt actions taken by all responding personnel contributed significantly to controlling the incident, limiting additional fire extension, and reducing the potential impact to nearby properties and the community.

Crest Incident

Vegetation Fire

10 / 26 / 26

On Monday, October 26, 2026, GCSD Engine 781 and TCFD Engine 631 responded to the Crest Fire in the Groveland area, alongside CAL FIRE TCU, CAL FIRE MMU, and the Tuolumne County Sheriff's Office. Through a coordinated response and teamwork between agencies, crews worked together to bring the fire under control, limiting the total burn area to 0.65 acres. The fire was determined to be human-caused. Incidents like this highlight the importance of interagency cooperation and a quick, coordinated response in protecting our communities and surrounding wildland areas. Even with cooler temperatures, grass and brush remain dry and can ignite easily. Please use caution with anything that could start a fire.



Grizzly Incident

Residential Structure Fire

10 / 29 / 26



On Thursday, October 29th, 2026 GCSD Engine 781, TCFD Engine 631, and CAL FIRE TCU responded to a residential structure fire within Pine Mountain Lake. Fire fighters arrived and found a two-story home with light smoke showing from the garage.The fire was quickly extinguished, preventing it from spreading beyond the object of origin, which was a battery jump starter being charged.

Lake Incident

Technical Rescue

10/30/26

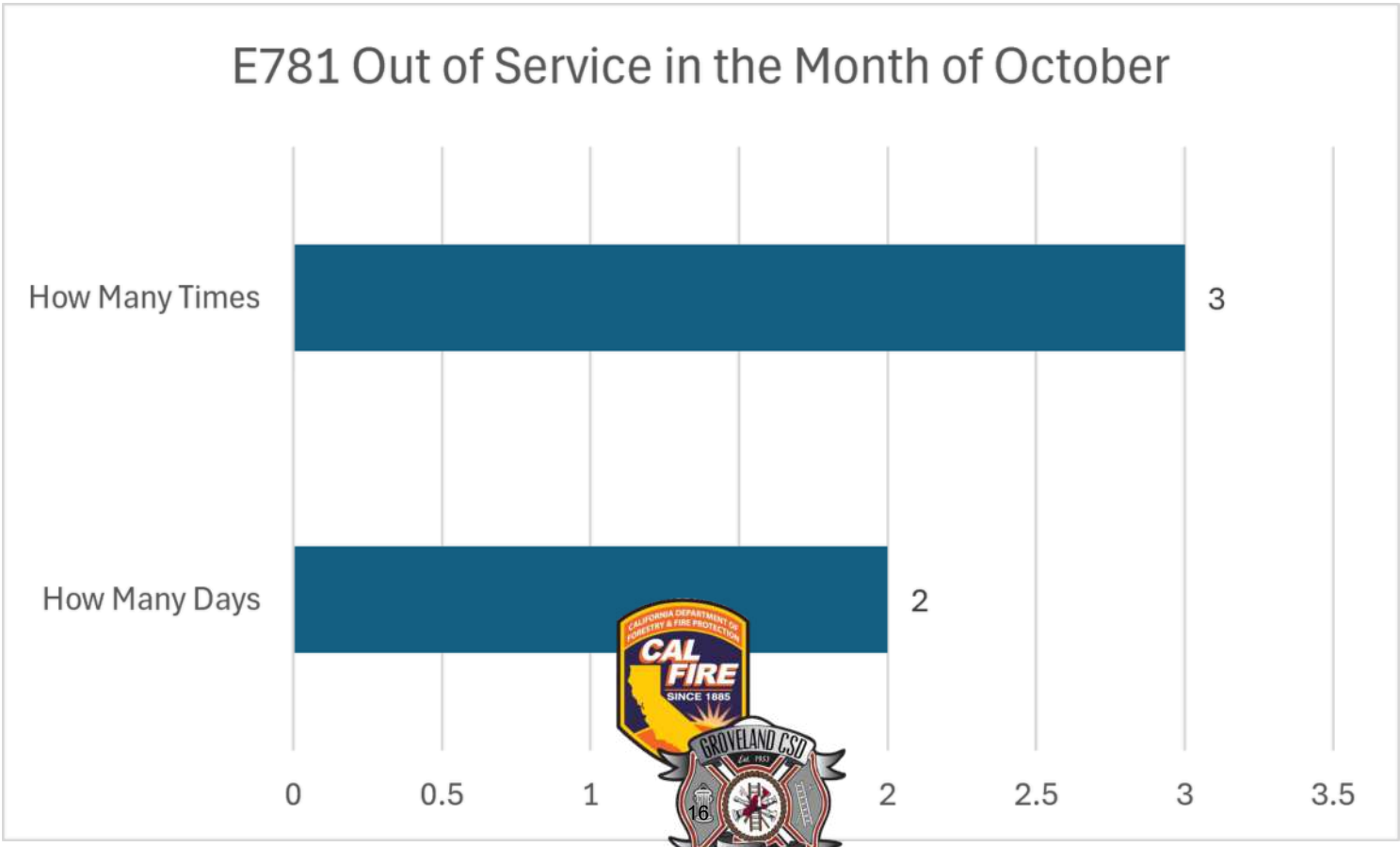


On Friday, October 30th 2026 TCFD Engine 631 and CAL FIRE TCU responded to a vehicle accident on Cherry Lake Road. Upon arrival Engine 631 found one vehicle approximately 30 feet down the embankment with one patient with minor injuries requiring extrication. Engine 631 then requested GCSD Engine 781 for the stokes basket and the specialized rescue equipment it carries. The patient was brought up the hill using a rope system. Patient care was then transferred to Tuolumne County Ambulance Medic 41, who transported the patient to a local hospital for further evaluation.

Apparatus Status

Apparatus and Equipment:

Apparatus	Description	Status
Engine 781	2009 Pierce Contender	In Service
Engine 787	2000 Freightliner FL112	In Service
Engine 783	1997 International Model 15	In Service
Utility 786	2008 Chevrolet 2500	In Service



Station Training



VEIS and Forcible Entry



During the month of October, Station 78 personnel participated in training focused on Vent, Enter, Isolate, Search (VEIS) techniques. These skills are critical during structure fires when potential victims may be inside and require immediate rescue. Personnel also trained on forcible entry techniques, including less destructive methods of gaining access to buildings. As shown in the photo.

PHI Training



PHI Med 42 joined TCFD, GCSD and our local CERT team in Groveland for collaborative training focused on safety, helicopter operations, and coordination during emergency incidents. The training provided an opportunity to review operational procedures, reinforce safe practices, and strengthen communication between our teams. Training together helps ensure we're prepared to work safely and effectively when responding to emergencies in our community. A big thank you to PHI Med 42 and our local CERT team for taking the time to train alongside TCFD and strengthen our emergency response capabilities!

Hose Training

On Monday, October 26, crews at Station 78 conducted hose and equipment training with Engine 631 and Engine 781. With a new Firefighter II recently joining the crew, his first two shifts have focused on ground school, becoming familiar with the engine's equipment, and learning the response areas served by Stations 63 and 78. Training included practicing hose coils and cross lay pulls, deploying 2½-inch hose to bundles for fire attack operations, and working on ladder bundles. Crews also reviewed the response areas for Stations 63 and 78 to build familiarity with the districts they serve. Hands-on training is an important part of developing new firefighters. These sessions help reinforce essential skills, build confidence, and prepare crews to work together effectively when responding to emergencies.



Fire Department News



Tenaya Elementary Station Tour

We recently welcomed students from Tenaya Elementary School to Station 78 for a station tour. The kids got to check out the fire engines, see some of the equipment we use, and get a closer look at what firefighters do every day. We always enjoy having the opportunity to connect with our community, answer questions, and give kids a chance to see the fire station up close. Thanks to the students and staff from Tenaya Elementary for stopping by. We enjoyed having you at the station!



KOBF Golf Tournament

On October 21, 2026, off-duty fire personnel gathered at Pine Mountain Lake Golf Course in Groveland for the 3rd Annual Ken Onstad Benevolent Golf Tournament, benefiting the Tuolumne-Calaveras Unit. The event brought together fire personnel and supporters for a great day of golf, camaraderie, and giving back to a cause that supports unit members and their families during times of need. With a four-person scramble, side games, and plenty of opportunities to connect off duty, the tournament was a great way to support the Ken Onstad Benevolent Fund and its mission. A big thank-you to everyone who participated and helped make this event possible. Your continued support makes a difference for the members of the Tuolumne-Calaveras Unit and their families. Thank you to everyone who came out to support a great cause and help make this another successful year!



UNIT WIDE

BURN PERMITS

JUNE 15TH



State of California, Natural Resources Agency
Department of Forestry and Fire Protection
Residential Burn Permit, LE-62A (03/25) online

PERMIT NUMBER: 260426213632TEST2026
EXPIRATION DATE: 4/30/2027

RESIDENTIAL BURN PERMIT

BURN LOCATION: 18464 Striker Ct, Sonora, CA 95370		Tuolumne County
AIR DISTRICT: Tuolumne County APCD	CAL FIRE UNIT: Tuolumne-Calaveras Unit	PLSS: Section 10 [illegible] 1N, R15E
APPLICANT NAME: TCU TEST2026	EMAIL: Emily.Kilgore@fire.ca.gov	PHONE: (209) [illegible]
18464 Striker Ct, Sonora, CA 95370		[illegible] 27

TERMS AND CONDITIONS OF USE

1. Burn dry vegetation in 4 ft x 4 ft piles. It is illegal to burn garbage including [illegible] treated lumber, [illegible] prohibited.
2. Call the burn day information line before burning: (209) 533-5598. This permit is [illegible] only on "Permissive Burn Days" as determined by the local Air District, pursuant to its authority under Health and Safety Code 41[illegible] and local Air District rules. For more information visit California Air Districts.
3. To prevent escape, the area around the pile must be maintained free [illegible] clear of all combustible material for a minimum of 10 feet, or larger if site-specific conditions warrant it.
4. A responsible adult (age 18 or older) must be in attendance during the burn with a shovel until the fire is completely extinguished.
5. Must have adequate water supply [illegible] (example: charged water hose long enough to reach all parts of the burn area).
6. The permittee must not [illegible] during hot and dry conditions when winds are strong enough that burning would be considered unsafe (example: wind speeds [illegible] motion or exceed a light flag or cloth).
7. This permit is void during any suspension of burning by the Director of the Department of Forestry and Fire Protection or their designee.
8. This permit does not relieve the permittee from using reasonable and prudent care to prevent damage to the property of others or injury to [illegible] person as described by law. If the permittee burns outside of the conditions of the permit or the fire escapes control and/or requires suppression action, the permit holder may be held liable for suppression costs.

A responsible adult (age 18 or older) shall be in possession of the permit at all times.

This permit does not relieve the permittee of any legal responsibility for the safe use of fire or allow burning in violation of any State, county, [illegible] ordinance, or local regulations restricting or regulating the use of fire.

For more information, contact the CAL FIRE Tuolumne-Calaveras Unit at (209) 754-3831 or TCU.BurnPermit@fire.ca.gov.

DEPARTMENT OF FORESTRY AND FIRE PROTECTION	PERMITTEE
oe Tyler IRECTOR DEPARTMENT OF FORESTRY AND FIRE PROTECTION	*I own or legally control the above described land or have authorization from the owner(s) to sign. I agree to comply with all fire laws, ordinances, and regulations, and with all applicable Air District Rules and Regulations. I further agree to comply with the specific terms of this burn permit.* TCU TEST2026

VIOLATIONS OF ANY BURNING PERMIT TERMS ARE A VIOLATION OF STATE LAW AND RENDERS THE PERMIT NULL AND VOID. PERMIT IS VOID DURING PERIODS WHEN BURNING IS PROHIBITED BY STATE LAW, LOCAL ORDINANCE, OR PROCLAMATION OF PUBLIC OFFICERS. Public Resources Code 4421, 4422, 4423 and 4428; Penal & Safety Code 13009 states that persons who lose control of a permitted burn may be held liable for suppression costs.

Ready for Wildfire • Campfire Permits • Defensible Space • California Air Districts • PRIBEC • Current Burn Status

Cancelled

CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION
CAL FIRE
SINCE 1885
TUOLUMNE-CALAVERAS UNIT

NEED ASSISTANCE ?

CAL FIRE
SINCE 1885
TUOLUMNE-CALAVERAS UNIT

Defensible Space (209) 754-2766

General Information/Fire Prevention
(209) 754-3831

9-1-1



EMERGENCIES ONLY

FIRE



Groveland Community Services District Fire Department



Groveland Community Services District

Information Provided By

O&M Manager: Luis Melchor
Chief Plant Operator: Open
C&D/Maintenance Supervisor: James Young
Executive Assistant/Board Secretary: Rachel Pearlman
Utility Billing Specialist: Meghan Atkins

Operations and Maintenance Report

October 2026

Operations Department

Wastewater Treatment Division

Influent Totals	
Total	2.96
Average	0.09
High	0.14
Low	0.06

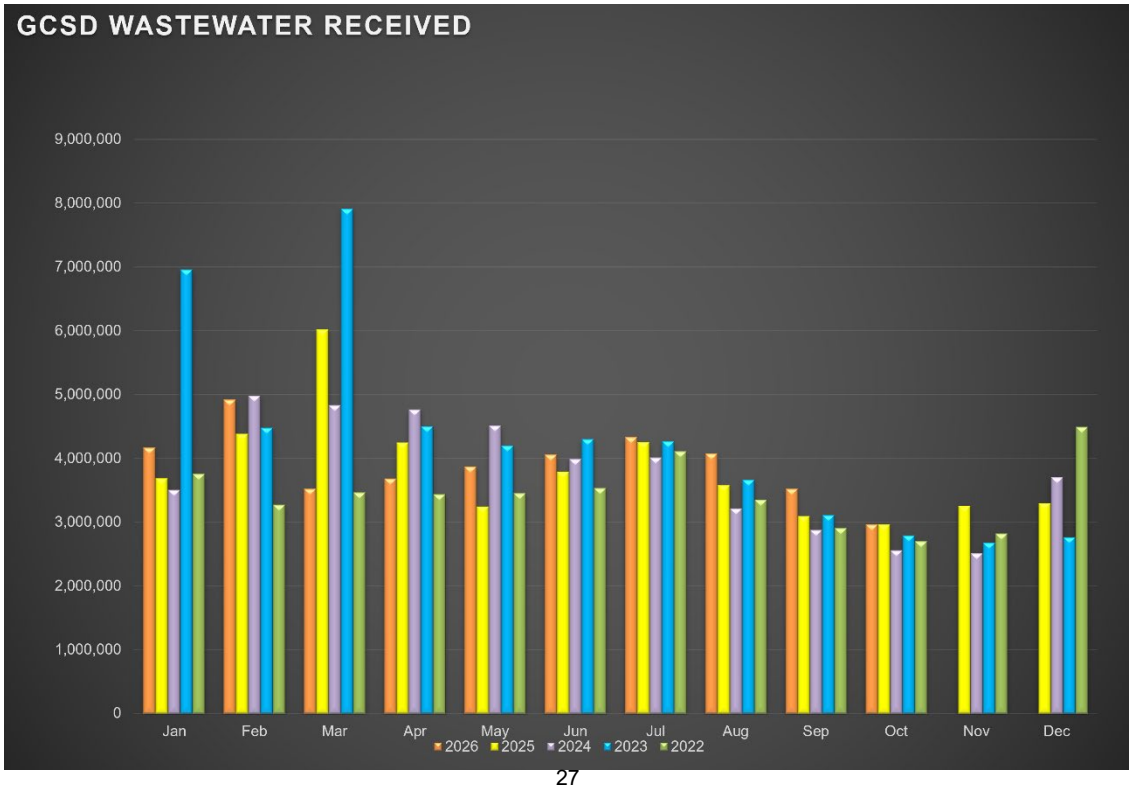
Effluent Totals	
Total	2.73
Average	0.09
High	0.13
Low	0.06

Reclamation Totals	
PML	
Spray Fields	
PML Season Total	
Spray Field Season Total	

Wasting Totals		
Total Inches		221
Total Pounds		3471
Active Accounts		1564

STP Rainfall Totals by Year During Current Month (Inches)					
Season	**2026**	**2025**	**2024**	**2023**	**2022**
0.85	0.85	2.65	1.60	0.14	0.05
	High 0.44	High 1.41	High 1.50	High 0.08	High 0.05

Charted Historical Monthly Influent Totals



Wastewater Treatment Division

Routine Tasks

- Took weekly Bac-Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Alpha Lab for testing.
- Completed monthly Wastewater Report and sent to the State Water Resources Control Board
- Completed daily rounds and Lab.

Water Treatment Division

Routine Tasks

- Submitted monthly Water Treatment Report to State Water Resources Control Board
- Submitted monthly Conservation Report to State Water Boards
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC.
- Took weekly Treatment Plant samples and sent them into Alpha Lab
- Monitored/sampled Distribution Tanks as needed.

Maintenance Department

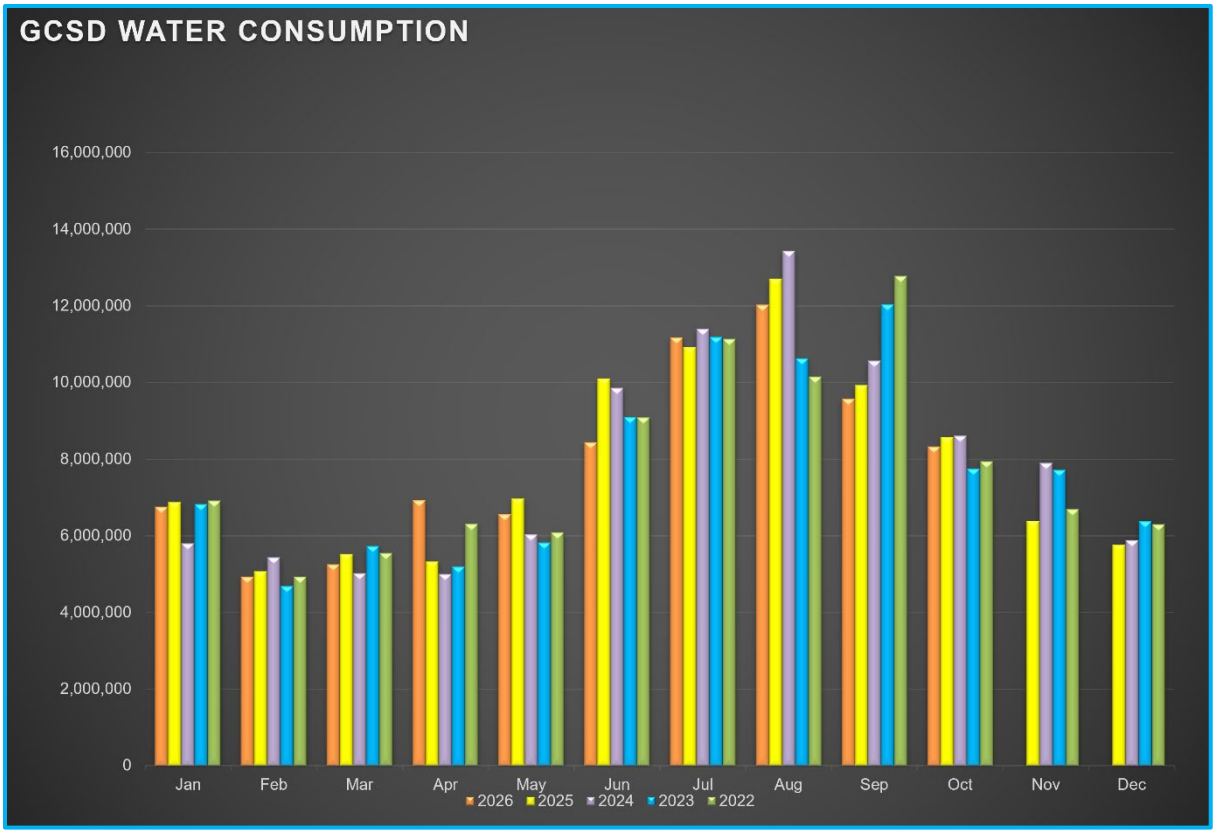
Water Distribution System Division

Meter Related Services	Total
Check / Repair Meters	10
Water Meters Installed	0
Meter Lock offs	5
Meter Changeouts	5
Tenant Final Reads	5
Re-Reads	12
Unusual Consumption	20
Meter Turn-Offs	3
Meter Turn-Ons	2
Meter Tests	1
Winterize Meter	0
Zero Read Meter Tests	0
Color/Taste/Odor/PSI Complaints	2
Total Meter Related Issues	**65**

Billed Consumption (Gallons)	2026	2025	2024
Residential	7,840,610	7,634,444	8,021,495
Commercial	480,865	935,292	588,886
Total	**8,321,475**	**8,569,736**	**8,610,381**

Active Accounts	3282

Charted Historical Monthly Water Consumption



Maintenance and Repair Data

Description	Total
Water Main Leaks / Repairs	0
Water Service Line Leaks / Repairs	1
Fire Hydrant Repairs / Replacements	1
Number of Hydrants Flushed	26
Number of Dead-Ends Flushed	20
Water Valves Exercised	1
GIS Points	0

Description	Gallons
Flushing for Water Quality	653,100
Water Loss Due to Leaks / Breaks	250

After-Hours Calls (Hours)				
Water	**Sewer**	**Park**	**Other**	**Total**
7	**15**	**0**	**0**	**22**

Maintenance and Repair

- **Routine Tasks**
  - Read all District Water Meters
  - Customer Service Calls (Low / High Pressures, No Water, Turn-Ons / Turn-Offs, Etc.)
  - Underground Service Alert (USA) Utility Marking Program
  - Weekly Pump Station Inspections at Tank 2, Tank 4, Tank 5 (Buildings, Tanks, Motors, Pumps, Drives, Communications, Generators, and Auxiliary Equipment)
  - Unusual Usage Meter Reads.
  - Dead end flushing.
  - Hydrant meter reads.

- **Tanks and Pump Stations**
  - Rodent control at Tank 4.
  - Rodent control at Tank 2.

- **Distribution System**
  - Hydrant repair at 12708 Mt. Jefferson St.
  - Hydrant repair at Rosetta Court.
  - Upgrade dead ends in the system.
  - Water Service Line repair 20663 Ferretti Road Unit 3/Lot 471
  - PRV Upgrade-Rebuild Sunnyside Way/Butler Way
  - PRV Upgrade-Rebuild Pine Mountain Drive (Entrance to PML)
  - PRV Upgrade-Rebuild Jackson Mill Drive/Mueller Drive
  - PRV Upgrade-Rebuild Highway 120/Elder Lane
  - 2” ARV Replacement at Didone Ranch

Pictures

31

BEFORE









32 **AFTER**









Wastewater Collection System Division

Description	Total
Manholes Inspected	124
GIS Points	0
Customer Complaint	4
Odor Complaints	0

Description	Total
Flushing/Jetting (Feet)	1656
Video Inspection (Feet)	420

Description	Total
Sanitary Sewer Spills (SSO)	0
SSO Gallons Spilled	0

Maintenance and Repair

- **Routine Tasks**
  - Weekly lift station site inspections (PMCS)
  - Added degreaser and odor control to lift stations
  - Bi-weekly rinsing and jetting
- **Lift Stations**
  - Manhole Inspections: LS-12, LS-14
  - Lift Station cleaning: LS-13, LS-14, LS-15, LS-16
  - Maintain odor control chemical dosing pumps: LS-6, LS-8, LS-11, LS-13
  - Cleaned and Flushed: Fox/Malloy Building, Creek to STP
  - Ran Generators and Tested Transfer Switches at all Lift Stations
  - LS-14: R&R Block heater
  - LS-5: R&R Check Valve, repaired Coolant Leak

- **Collection System**
  - Remove roots and debris found during manhole inspections

Pictures

General Maintenance Division

Maintenance By Department

- **Operations Department**
  - 2G Water Treatment Plant
  - Big Creek Water Treatment Plant
    - Repaired OSG, Repaired Stuck Float, Replaced Cell #1, 2, 3 on Unit #1, Primed brine line, Cleaned Brine Tank
  - Butler Bypass Pump Station
  - AWS
  - WWTP
    - Rebuilt OSG
  - Dunn Ct pump station
  - Tank 4

- **Maintenance Department**
  - Equipment
    - Shop maintenance and cleaning
    - Monthly Inspect and run at operating temperatures
    - Top off fuel to all site generators
  - Vehicles
    - 42332: 90 Day Service
    - 70981: Repaired Coolant Leak
    - 30711: R&R Front Tires
  - Buildings & Yard
    - General yard cleanliness

Pictures

Parks Division
Maintenance and Repair

- **Mary Laveroni Community Park**
  - Landscape Maintenance.
- **Ballfield & Dog Park**
  - Landscape Maintenance.
- **Disc Golf Course**
  - Landscape Maintenance.
  - Road Grading

Workplace Safety and Training

- Routine Safety Meetings
  - Daily Tailgate Meetings
  - Weekly Safety Meetings
  - Weekly Security Checks
- Weekly Vehicle Inspection
- Training
  - Du-All Safety Training
    I. Hazard Communication
    II. Hazardous Materials Business Plan
    III. Spill Prevention Control and Countermeasure Plan
    IV. Hazardous Waste Management
    V. Working Safely with Respirable Silica Dust
    VI. Confined Space Entry and Non-Entry Rescue

MONTHLY BOARD REPORT

Administrative Services Department

October 2026 Activity Report

Prepared by: Jennifer Donabedian, Administrative Services Manager

At-a-Glance

200+	102	671	9.7K
Property files scanned	**Service requests generated generated**	**Administrative staff calls**	**October Facebook reach**

October activities included completing the annual SDRMA insurance renewal and updating building replacement values, beginning the annual audit, advancing property file digitization and digital workflows, and evaluating website accessibility services. Staff also supported utility billing and customer service, and expanded community outreach.

Executive Activity Highlights

Completed Annual SDRMA Property Liability and Workers' Compensation Insurance Renewal

Completed the District's annual property and liability and workers' compensation insurance renewal process. This work requires extensive administrative review and coordination to ensure coverage reflects current District assets, staffing, and operations. Activities included reviewing buildings, infrastructure, vehicles, and equipment; verifying insured values and replacement costs; updating asset schedules; and reporting changes in operations and potential liability exposures.

The workers' compensation renewal included reviewing employee job classifications, preparing estimated payroll for the upcoming coverage year, and reconciling previously reported estimates with actual payroll. Staff also reviewed renewal documents, coverage limits, deductibles, and contribution estimates, responded to underwriting questions, and submitted supporting documentation.

During the property review, staff identified several District buildings with insured values substantially below estimated replacement costs. Staff contacted SDRMA to address concerns that automatic annual valuation adjustments had not kept pace with construction costs. SDRMA advised that some agencies periodically obtain comprehensive appraisals, although these can represent a significant expense.

As an interim measure, staff requested that SDRMA use its available desktop appraisal software to update building replacement values. Staff also obtained contact information for an appraiser and will request a quote for a more comprehensive appraisal of insured assets beyond buildings.

The review resulted in the following changes:

District Building	Previous Insured Value	Updated Insured Value
Fire Station	$570,142	$1,545,394
Administration Building	$244,843	$784,608
Operations/Lab Building	$137,355	$549,120

District Building	Previous Insured Value	Updated Insured Value
Maintenance Building	$56,531	$115,200
Mechanic Shop	$66,776	$164,160
Concession Building	$13,355	$54,980

These adjustments more closely align the District's building coverage with estimated replacement costs and reduce potential financial exposure associated with underinsurance. The increased insured values are expected to result in a significant increase in the annual property and liability premium; the amount has not yet been determined.

Website Accessibility Compliance with WCAG 2.1, Level AA

The District complies with existing accessibility requirements and has been working toward the additional federal website and mobile application accessibility standards under Title II of the Americans with Disabilities Act, which require compliance with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. The U.S. Department of Justice has extended the compliance deadline for special districts from April 26, 2027, to April 26, 2028. Staff continues to evaluate service providers and associated annual costs to support implementation and ongoing compliance.

Finance Activity Highlights

Financial Reporting and Coordination

Prepared the quarterly Sales and Use Tax Report and quarterly Diesel Fuel Tax Report, and completed quarterly OE3 Union AB119 reporting. Reconciled and reported estimated payroll for the SDRMA renewal.

The annual audit began. Preparation of quarterly reports and bank reconciliations is underway.

Routine Financial Operations

Continued regular accounts payable and payroll processing responsibilities.

Began training Amber on the quarterly Fire House billing procedure.

Records Management and Workflows

Property File Digitization Project

Continued scanning and importing property files into Laserfiche. Each parcel served by the District has an associated paper file containing grant deeds, service applications, easements, liens, maps, and other parcel-related documents. The electronic folder for each property is named according to its Assessor's Parcel Number (APN).

Documents within each APN folder are named by file type, such as Active Deed, Deed Archive, Liens, Property Map, Service Application, and Construction Plans, followed by the APN. Documents are also color coded so employees can quickly distinguish them by color and file name. Each document's metadata includes the APN, unit or lot number for Pine Mountain Lake properties, address, city, and ZIP code, allowing employees to search for records quickly and easily.

Property File Project Metric	Total / Status
Property files scanned	200+
Project hours	Approximately 100
Project start date	September 23, 2026

Internal Digital Workflow Development

Created a new Laserfiche affidavit form for lost checks to support electronic submission and records management. Development is also in progress on a Laserfiche form for closing tenant accounts, continuing efforts to streamline customer service processes and maintain centralized electronic records.

Utility Billing and Customer Service

Meter Audits and Leak Adjustments

Completed the monthly meter-read review and customer outreach for unusually high water consumption, including 10 email correspondences, 2 letters, and 4 phone call notifications. One leak adjustment was approved, totaling 20,970 gallons and $309.93 in billing credits.

Utility Billing Metric	Status / Amount
October 1 water billing total	$465,240.68
October 1 sewer billing total	$325,320.26
Billable water consumption	9,571,722 gallons
Customer service requests generated	102
High-usage email correspondences	10
High-usage letter communications	2
High-usage phone call notifications	4
Customer leak adjustments approved	1
Water gallons adjusted for customer leaks	20,970 gallons
Customer leak adjustment credits	$309.93
Transfer fees	$748
Final meter read fees	$99
Lock off disconnection fees	$220
Customer-requested meter test fees	$33
Administrative staff calls	671 calls
Administrative staff call time	Approximately 2,617 minutes (43.6 hours)

Billing Statement Improvements

Continued working with Metro Presort to modify the District's billing statements to include specific billing adjustment details and provide customers with clearer information about changes to their charges.

Regular Utility Billing Activities

Completed October 1 billing and continued account adjustments, service transfers, and accounts receivable billing. Staff generated 102 service requests. Monthly billing totals, consumption, and fees are summarized above.

Communications and Community Engagement

Activity by platform is shown below; views and impressions are reported as provided for each platform.

October Platform Summary

Platform	Reach and Growth	Visits and Interactions
Facebook	9.7K people reached 19 followers gained Audience: 38.2% followers; 61.8% non-followers	367 page visits
Instagram	8.7K people reached 39 followers gained	545 total interactions Interactions: 13% followers; 87% non-followers

October Social Media Highlights

Post / Reel	Facebook	Instagram	Nextdoor
BOF Water Project	332 views; 1 like; 3 comments	76 views; 1 like	1,098 impressions; 13 likes; 2 comments
October Board Meeting Reminder	195 views	51 views; 1 like	660 impressions; 1 like
Chimney Cleaning Reminder Reel	501 views; 2 likes; 1 comment	100 views; 1 like	725 impressions
GCSD by Numbers	1,800 views; 12 likes; 2 comments	99 views; 4 likes	1,000 impressions; 8 likes; 2 comments
October Board Meeting Recap	2,700 views; 6 followers gained; 4 link clicks; 22 likes; 6 comments	289 views; 1 follower gained; 6 likes	1,644 impressions; 8 likes; 1 comment
Sewer Main Jetting Reel	1,100 views; 1 follower gained; 26 likes; 3 comments	10,000 views; 34 followers gained; 366 likes; 5 comments; 52 shares; 20 saves	278 impressions; 5 likes; 1 comment
Securing Grants	379 views; 8 likes	89 views; 1 like	660 impressions; 4 likes; 2 comments

Customer Education and Information

Published October educational content on the Big Oak Flat Water Project, sewer main jetting, District service numbers, and securing grants. The Sewer Main Jetting Reel recorded 10,000 Instagram views, 34 followers gained, 366 likes, 5 comments, 52 shares, and 20 saves.

Shared a chimney cleaning reminder reel as part of seasonal fire prevention outreach.

Board Meeting Outreach and Monthly Service Highlights

Prepared updates to the District's Board meeting posts to provide information leading up to meetings and a recap following each meeting. These updates are intended to make Board activities and decisions more accessible to the community.

Published the GCSD by Numbers post to help the public understand the scope of District operations.

Parks, Recreation and Community Events

Coordinated with the Old West Days group on the first annual Old West Days event at Mary Laveroni Community Park, which was a successful community event.

Trunk or Treat drew a strong turnout despite rainy weather, bringing the community together for seasonal festivities.

GENERAL MANAGER'S MONTHLY REPORT

October 2026

To: Board of Directors
From: Peter J. Kampa, General Manager
Purpose: Monthly overview of management priorities, progress, representation, and emerging issues

MANAGEMENT FOCUS
Next-generation water and wastewater investment; fire-service funding options; Hetch Hetchy trail and land-transfer work; preventive asset management; winter-storm preparedness; and regional and statewide policy leadership.

1. Executive Overview

October focused on preparing the District's next generation of infrastructure and operational improvements. Management submitted the $3 million Advanced Metering Infrastructure project for regional Proposition 4 funding consideration, advanced a regional watershed partnership to improve access to future grants, and developed public descriptions of five priority wastewater projects totaling approximately $4.29 million.

The Hetch Hetchy Railroad Trail and related land transfer required sustained coordination. The 15-sheet transfer map was revised and sent to San Francisco for review, title questions for Parcel 440 were advanced, and the team defined the appraisal process and schedule. Caltrans also identified unresolved inconsistencies in the project's cultural-resource documents. Management escalated the issue and arranged direct coordination among Caltrans, the engineer, and the cultural consultant to protect the environmental schedule.

Fire-service sustainability and emergency readiness remained active priorities. The Fire Citizens Advisory Committee continued evaluating funding and service options, while staff advanced winter preparation under the statewide El Nino emergency proclamation. Management also evaluated preventive asset-management software, improved online capital-project information, and represented the District in regional and statewide policy work.

2. Major Activities and Accomplishments

Water Supply Planning and Infrastructure

- **Submitted the implementation-ready Advanced Metering Infrastructure project** for regional Proposition 4 funding consideration. The $3 million project would replace approximately 3,300 manually read meters and conserve about 89 acre-feet annually through accurate measurement, leak detection, customer alerts, and SCADA integration. Environmental review, pilot testing, communication studies, and onsite reviews with five vendors are complete, positioning the performance-based project to proceed when funded.
- **Applied for regional prioritization** through the Tuolumne-Stanislaus IRWM program. New state guidelines require source-to-end-user watershed collaboration, and the region is developing a Joint Watersheds Network memorandum of understanding with the San Joaquin tributaries group. GCSD's objective is to build downstream partnerships that support water conservation, loss reduction, supply reliability, and potential recycled-water improvements.

- **Continued grant closeout and reimbursement work**. Staff submitted CDBG Invoice 15 for August and September activity on the Groveland-Big Oak Flat Water Distribution System Improvement Project and provided an updated project reconciliation.

Fire Service Sustainability and Emergency Preparedness

- Supported the Fire Citizens Advisory Committee's October 13 meeting and October 29 funding discussion, moving from background information toward evaluation of service and revenue options. The fact-based review includes the structural Fire Fund shortfall, staffing and apparatus needs, partnership opportunities, and the January 2028 CAL FIRE staffing change.
- **Continued preparation for the potentially severe 2026-27 El Nino season**. Management participated in the October 7 Tuolumne County operational-area briefing and continued coordinating plans, contacts, inspections, training, and practical mitigation measures under the statewide emergency proclamation. Management further searched for any available state or federal funding to implement storm protective mitigation measures. Mandatory inspections required by permit are complete and staff is populating a list and conducting inspections of infrastructure requiring protection from heavy rains.

Capital Projects, Property, Parks, and Grants

- **Advanced the Hetch Hetchy land-transfer package**. The surveyor completed the revised 15-sheet transfer map, permit table, and parcel descriptions for San Francisco review. The team obtained source deeds for Parcel 440, requested the plat needed for title work, and clarified that federally owned Parcel 54 should not delay the current transfer. Following map approval, appraisal is expected to require 10 to 12 weeks plus approximately two weeks for review.
- **Escalated the trail's cultural-resource compliance issue**. Caltrans found that the revised Historic Property Survey Report and Finding of No Adverse Effect were not internally consistent and required further correction. Management directed the project team to resolve the comments and arranged a direct Caltrans coordination meeting for early November.
- **Developed public descriptions for five priority (CIP) wastewater projects** totaling approximately $4.29 million and being prepared for further planning, design and construction in the short term: chlorine generation replacement, clarifier rehabilitation, irrigation pumping replacement, influent pump-station rehabilitation, and sludge-handling improvements. The descriptions connect each project to regulatory compliance, reliability, safety, and operating efficiency. Initial engineer’s cost estimates have been prepared for each project. Management is evaluating funding and financing options for these projects as they are mission critical for continued safe operation and regulatory compliance and must be completed in the near future. Funding for debt service/loan payments for the wastewater projects is included in the recent rate adjustments.

Finance Administration and Public Service

- **Advanced preventive asset-management planning**. Following an October software demonstration, staff requested comparable-agency references, a detailed implementation and support scope, and a project schedule before making a purchase recommendation.
- **Improved public access to capital information** by updating the District's project webpage, adding the future Capital Improvement Plan, linking the water and sewer rate summary, and preparing plain-language descriptions of projects now in planning and design.
- **Continued administrative modernization** through ADA website-compliance review, electronic file-storage planning, employee-benefit renewal strategy, and regular public-information coordination. Staff also monitored the District's California CLASS investments, which were yielding approximately 4.1 percent at month end.

3. Significant Meetings and District Representation

AREA	SIGNIFICANT OCTOBER ENGAGEMENT
District governance and operations	October 14 Board meeting; administrative and internal progress meetings; staff meeting; benefits-renewal strategy; file-storage planning; and California CLASS investment review.
Water wastewater and capital	Recurring Hetch Hetchy Trail check-ins; wastewater project review; Advanced Metering Infrastructure and Resource Monitor meetings; and CDBG reimbursement coordination.
Fire-service planning	Citizens Advisory Committee agenda review, October 13 committee meeting, and October 29 funding-options discussion.
Regional coordination	County operational-area briefing; regional sewer advisory meeting; IRWM Authority; Tuolumne County infrastructure meetings; TCSDA chapter; and LAFCO.
Public information and administration	Social-media meetings; CIP webpage development; ADA website-compliance review; and electronic records and storage planning.
Statewide leadership	October 22 CSDA Legislative Committee planning session and participation in the CSDA Calaveras Chapter quarterly meeting.

4. Legislative, Regulatory, and CSDA Policy Work

CSDA year-end review and 2027 priorities. Participated in the October 22 session reviewing the 2026 legislative year, proposed CSDA-sponsored legislation, the 2027-28 advocacy platform, housing and development policy, and infrastructure financing. Key issues included wildfire cost recovery, local revenue and fee authority, Brown Act implementation, audit flexibility, workplace technology, zero-emission fleets, and new laws taking effect in 2027.

Digital software taxation. Reviewed CSDA's request that software used by special districts for SCADA, billing, asset management, GIS, dispatch, cybersecurity, and other essential services receive appropriate treatment under proposed sales-and-use-tax rules.

LAFCO legislation. Reviewed potential 2027 CALAFCO proposals concerning petition timelines, property-tax transfer requirements for publicly owned land, and clarification of LAFCO authority over district reorganizations, latent powers, and service outside district boundaries.

5. Issues Receiving Significant Management Attention

- Protecting the Hetch Hetchy Railroad Trail schedule by resolving cultural-resource documentation problems while moving the San Francisco land transfer from mapping and title work into appraisal, agreement, deed, and right-of-way completion.
- **Positioning the Advanced Metering Infrastructure project** and future wastewater improvements for grant funding while maintaining clear public information about costs, readiness, and benefits.
- **Guiding the Fire Citizens Advisory Committee** toward clear service and funding recommendations based on verified legal, financial, staffing, and operating assumptions.
- **Preparing District facilities, utilities, personnel, and communications** for severe winter weather while transitioning maintenance work toward a documented preventive asset-management program.

6. Notable Results

RESULT	BOARD-LEVEL SIGNIFICANCE
Metering project positioned for funding	The $3 million, implementation-ready AMI project was submitted for Proposition 4 consideration with an estimated annual conservation benefit of about 89 acre-feet.
Regional watershed application submitted	GCSD requested IRWM prioritization and joined source-to-end-user collaboration intended to strengthen future grant competitiveness.
Land-transfer map completed	The revised 15-sheet map and parcel descriptions were sent to San Francisco for review, allowing appraisal preparation to begin once approved.
Future wastewater program clarified	Five priority treatment and pumping projects totaling approximately $4.29 million were described for the Board and public.
Preventive maintenance planning advanced	Staff completed software review and requested implementation scope, references, support details, and schedule before committing funds.

7. Looking Ahead - Next 30 to 60 Days

- **Resolve the remaining Caltrans cultural-resource comments** and pursue the project team's target of completing NEPA in time for consideration of the next project phase at an early 2027 California Transportation Commission meeting.
- **Obtain San Francisco approval** of the transfer map and parcel descriptions, complete the Parcel 440 title work, issue the appraisal notice to proceed, and coordinate preparation of the purchase agreement and deed.
- **Advance the Joint Watersheds Network memorandum of understanding** and regional ranking process so the AMI project and other qualifying water-reliability projects are positioned for Proposition 4 funding.
- **Support the Fire Citizens Advisory Committee's November work** to clarify its preferred service-delivery direction, evaluate continued CAL FIRE contracting, and narrow viable supplemental-funding options.
- Complete winter-readiness actions for facilities, access routes, backup power, communications, and emergency staffing; then decide whether satisfactory scope, support, references, and cost justify proceeding with asset-management software and the documented preventive maintenance program.
- Monitor state review of the pending CDBG disaster grant, continue reimbursement closeout, advance the next wastewater capital projects, and prepare for January 1 implementation of new laws affecting District operations.

GCSD is building the foundation for what this community wants to become.

REGULAR MEETING OF THE BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
October 14, 2026
9:00 a.m.

The Board of Directors of Groveland Community Services District met in regular session on the above mentioned date with Directors John Armstrong, President, Janice Kwiatkowski, Vice President, Nancy Mora, Robert Swan, and Bob Turney being present. Also present was Administrative Services Manager Jennifer Donabedian, Operations Manager Luis Melchor, General Manager Peter Kampa, and Board Secretary Rachel Pearlman.

Call to Order
Director Armstrong called the meeting to order at 9:00am.

Director Kwiatkowski absent.

Approve Order of Agenda
Motion
It was moved by Director Swan, seconded by Director Mora, and the motion passed to approve the order of the Agenda.
Ayes: Directors Armstrong, Mora, Swan and Turney
Absent: Director Kwiatkowski

Public Comment
None.

Information Items
Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda. Public comments will be taken after each report is provided.

Staff Reports
Fire Department Report
CERT Report
Operations Manager's Report
Administrative Services Manager's Report
General Manager's Report
Citizens Advisory Committee Report

Director Kwiatkowski arrived at 9:09am.

Proclamations
Recognition of Matthew Dickens for his 19 Years of Service to the Groveland Community Services District

Recognition of Shane Sawyer for his 6 Years of Service to the Groveland Community Services District

Recognition of Amber Schone for her 4 Years of Service to the Groveland Community Services District

Consent Calendar
Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

Approve Minutes from September 9, 2026, Regular Meeting

Approve Minutes from September 16, 2026, Special Meeting

Accept September 2026 Payables

Adoption of a Resolution Appointing Kenneth Lawrence to the Citizen's Advisory Committee

Waive Reading of Ordinances and Resolutions Except by Title
Motion
It was moved by Director Swan, seconded by Director Turney, and the motion passed unanimously to approve the Consent Calendar.

Old Business
(Items tabled or carried forward from a previous meeting to be considered on this agenda. The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action)
None.

Discussion and Action Items
The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

Adoption of a Resolution Accepting the Executed Agreement with Cal Fire for Broadcast Burning of District Owned Properties
Motion
It was moved by Director Kwiatkowski, seconded by Director Turney, and the motion passed unanimously to adopt Resolution 33-2026 accepting the Executed Agreement with Cal Fire for Broadcast Burning of District Owned Properties.

Adoption of a Resolution Renewing an Agreement with Moyle Excavation and Njirich and Sons, Inc to Provide on Call Emergency, Small Capital Improvement Project, and Maintenance Construction Services
Motion
It was moved by Director Swan, seconded by Director Kwiatkowski, and the motion passed unanimously to adopt Resolution 34-2026 an Agreement with Moyle Excavation and Njirich and Sons, Inc. to Provide on Call Emergency, Small Capital Improvement Project, and Maintenance Services.

Board Discussion and Consideration to Reschedule the November Regular Meeting Due to Veterans Day, a Federally Observed Holiday

Motion

It was moved by Director Swan and seconded by Director Turney and the motion passed unanimously to reschedule the November 11, 2026, Regular Meeting to November 12, 2026 at 9am located at the Groveland Community Resilience Center.

Closed Session

(Public may comment on closed session item prior to Board convening into closed session)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to Government Code 54956.9(d)(4) One (1) Potential Cases

Public Comment on Closed Session
None.

Adjourn into Closed Session at 10.23am.

Reconvene Open Session at 11:00am.

Announcement of Action Taken in Closed
No reportable action.

Adjournment

The meeting was adjourned at 11:00am.

APPROVED:

_____

John Armstrong, Board President

ATTEST:

_____

Rachel Pearlman, Board Secretary

DRAFT



ACCOUNTS PAYABLE CHECK LISTING

October 2026
Fiscal Year 26/27
Board Approval Date ____

Accounts Payable
Checks

User: mronning@gcsd.org
Printed: 10/31/2026 11:36:34 AM

Groveland Community Services District

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
26466	Alp03	Alpha Analytical Labs, Inc.	10/2/2026	False	True	Operations Lab Testing for Water / Wastewater	$7,417.85	True	10/31/2026
26467	UB*0360	Botell, Carolyn	10/2/2026	False	True	Refund Check 014808-000, 20721 Forestwood Way 4/399	$585.88	False	
26468	CWEA	CWEA	10/2/2026	False	True	A Marshall CWEA Collections Renewal	$118.00	False	
26469	DRU01	Drugtech Toxicology Services, LLC	10/2/2026	False	True	Consortium DOT Tests	$138.00	True	10/31/2026
26470	GCS01	GCSD Petty Cash	10/2/2026	False	True	Certified Mail	$5.55	True	10/31/2026
26471	GRA04	Grainger	10/2/2026	False	True	Big Creek Tank Mixer Replacement / Shop Supplies	$2,422.87	True	10/31/2026
26472	JSW02	J.S. West Propane Gas	10/2/2026	False	True	Monthly Propane	$744.51	True	10/31/2026
26473	UB*0360	Mathur, Trustees, Puneet & Sawpnil	10/2/2026	False	True	Refund Check 016910-000, 19935 Pine Mountain Drive 13/143	$23.51	False	
26474	UB*0360	Millitello, David & Diana	10/2/2026	False	True	Refund Check 015807-000, 13024 Gamble Street 2/41 m/w 2/42 & 2/43	$24.94	True	10/31/2026
26475	UB*0360	Ngak, Chenda	10/2/2026	False	True	Refund Check 016712-000, 20787 Buttercup Circle 4/307 & 334	$92.61	True	10/31/2026
26476	per04	Percoco, Ronald	10/2/2026	False	True	September Uniform Laundering / Park Janitorial	$2,795.00	True	10/31/2026
26477	UB*0360	Perrins, Allan	10/2/2026	False	True	Refund Check 005497-000, 19557 Butler Way 1/16	$605.16	False	
26478	PGE01	PG&E	10/2/2026	False	True	Electric Charges	$334.98	True	10/31/2026
26479	UB*0360	Seattle Bank	10/2/2026	False	True	Refund Check 018152-000, 20280 Little Valley Road 13/212	$201.32	False	
26480	TUO01	Tuo. Co. Public Power Agency	10/2/2026	False	True	Monthly Public Power Purchase	$16,450.89	True	10/31/2026
26481	USA03	Usa Blue Book	10/2/2026	False	True	5500 Reagent Monthly Set	$1,190.48	True	10/31/2026
26482	Wells	Wells Fargo Vendor Financial Services, LLC	10/2/2026	False	True	Monthly Lease on Admin Copier	$300.30	True	10/31/2026
26483	am01	AM Consulting Engineers, Inc.	10/21/2026	False	True	Monthly Project Engineering	$9,166.42	False	
26484	BLU01	Anthem Blue Cross	10/21/2026	False	True	Monthly Group Health Ins.	$30,733.47	False	
26485	ATT02	AT&T	10/21/2026	False	True	Monthly Cal Net phone service	$1,323.06	False	
26486	BEA02	Beam	10/21/2026	False	True	November 2026 Coverage	$348.54	False	
26487	BEN03	Benchmark Engineering	10/21/2026	False	True	Preparation of Land Transfer Map	$5,460.00	False	
26488	BBP01	Better Business Planning	10/21/2026	False	True	July Coverage	$125.00	False	
26489	Mac03	Bob Mackey	10/21/2026	False	True	CERT Livescan Reimbursement	$23.00	False	
26490	CA Dept	CA Dept of Tax/Fee Administration	10/21/2026	False	True	Sales & Use Tax - 2026 Q3	$748.00	False	
26491	CA Dept	CA Dept of Tax/Fee Administration	10/21/2026	False	True	Diesel Fuel Tax - 2026 Q3	$606.00	False	
26492	CWEA	CWEA	10/21/2026	False	True	N Moffitt Membership Fee	$905.00	False	
26493	Joh04	Dustin Johnson	10/21/2026	False	True	Vac-Con Training Travel Reimbursement	$505.85	False	
26494	FP Mail	FP Finance (Monthly pmt)	10/21/2026	False	True	Monthly Postage Machine Rental	$107.24	False	
26495	GCS02	GCSD	10/21/2026	False	True	GCSD Water / Sewer Bill	$24,031.43	True	10/31/2026
26496	gilb01	Gilbert CPAs	10/21/2026	False	True	CPA Services	$1,125.01	False	
26497	GOB01	Goble Sampson Assoc Inc	10/21/2026	False	True	Rebuild kit for CL2 dosing pump for BCTP	$1,206.42	False	
26498	HAC01	Hach	10/21/2026	False	True	BC WTP Instrumentation Filtration	$1,300.03	False	

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
26499	HEN06	Henry's Auto Supply	10/21/2026	False	True	September 2026 Auto Parts	$588.14	False	
26500	Hum02	Humana Insurance Company	10/21/2026	False	True	November 2026 Coverage	$3,260.30	False	
26501	KIM01	Kimball Midwest	10/21/2026	False	True	Maint Stock - Cleaner, Cap Screws, Floor Screws	$282.44	False	
26502	LIG01	Lighthouse Electrical	10/21/2026	False	True	Installation & Programming of VFDs	$27,207.01	True	10/31/2026
26503	MBK01	MBK Chapman PC Attorney-Client Trust Acc	10/21/2026	False	True	Settlement Agreement	$15,000.00	False	
26504	Met03	Metro Presort	10/21/2026	False	True	Monthly Statements / Statement Insert	$2,852.65	False	
26505	Met04	Metron-Farnier, LLC	10/21/2026	False	True	1 Yr Cellular Service Plan	$460.00	False	
26506	MOO01	Moore Bros. Scavenger Co., Inc.	10/21/2026	False	True	Monthly Debris Service	$1,412.93	False	
26507	MOU03	Mountain Oasis Water Systems	10/21/2026	False	True	Bottled Water	$179.30	False	
26508	PGE01	PG&E	10/21/2026	False	True	Monthly Electric Charges	$2,719.12	True	10/31/2026
26509	SFPUC	San Francisco Public Utilties Commission	10/21/2026	False	True	Monthly Water Purchase	$16,578.49	True	10/31/2026
26510	SDR01	SDRMA	10/21/2026	False	True	Vehicle Addition / Payroll Rec Credit	$2,106.73	True	10/31/2026
26511	Sprbrk	Springbrook Holding Company LLC	10/21/2026	False	True	Municipal Payments Transaction Fee	$1,609.20	False	
26512	SWR02	SWRCB	10/21/2026	False	True	J Young T3 Re-Examination Fee	$87.00	False	
26513	Tuo14	Tuolumne County Recorder	10/21/2026	False	True	Monthly Subscription to County Records	$243.50	False	
26514	UNI05	Univar Solutions	10/21/2026	False	True	Salt for STP & Water Plants / Chemicals	$6,253.75	False	
26515	USA03	Usa Blue Book	10/21/2026	False	True	Hach Monochlor F Powder Pillow, 100pk / Stock	$1,474.70	False	
26516	WHI03	White Brenner, LLP	10/21/2026	False	True	August Legal Services	$8,081.90	False	
26517	WIZ01	WiZiX Technology Group, Inc	10/21/2026	False	True	Monthly Ink / Copy Charges	$131.89	False	
26518	UMP01	UMPQUA Bank Comm Card Ops	10/22/2026	False	True	Monthly Credit Card Purchases	$19,076.35	False	
26519	Cin01	Cintas	10/28/2026	False	True	First Aid Supplies	$281.28	False	
26520	DHW	D&H Water Systems	10/28/2026	False	True	Electrolyzer for BC OSG	$2,476.47	False	
26521	UNU01	First UNUM Life Insurance Co.	10/28/2026	False	True	November Coverage	$421.25	False	
26522	FOO01	Foothill-Sierra Pest Control	10/28/2026	False	True	Quarterly Pest Control	$204.00	False	
26523	GEN01	General Plumbing Supply	10/28/2026	False	True	Didone Rach ARV Replacement / Dist Repair Restock	$4,502.43	False	
26524	GRA04	Grainger	10/28/2026	False	True	DIN Rail Receptacle	$276.41	False	
26525	Hun02	Hunt & Sons, Inc.	10/28/2026	False	True	Fuel & Oil	$7,321.45	False	
26526	ITR01	Itron Electric Metering Co Inc	10/28/2026	False	True	Quarterly ITRON Support Contract	$730.17	False	
26527	JSW02	J.S. West Propane Gas	10/28/2026	False	True	Propane	$1,266.72	False	
26528	KIM01	Kimball Midwest	10/28/2026	False	True	Stock - Cleaner & Screws	$177.91	False	
26529	Met03	Metro Presort	10/28/2026	False	True	Monthly UB Statement Processing	$9.77	False	
26530	Min01	Miner's Mart	10/28/2026	False	True	Fuel Purchase 10.5.26	$108.27	False	
26531	PGE01	PG&E	10/28/2026	False	True	Monthly Electric Charges Flint Ct - AWS September	$5,663.24	False	
26532	pml01	PML Hardware & Supply Inc.	10/28/2026	False	True	26 Hardware	$432.73	False	
26533	SCI01	SCI Consulting Group	10/28/2026	False	True	Task 6: Prop 218 Ballotting	$29,912.00	False	
26534	SNC01	Sierra Nevada Communications, LLC	10/28/2026	False	True	Monthly Internet Service	$368.27	False	
26535	Sna01	Snap-on Attn: Kyle	10/28/2026	False	True	Auto Scan Tool Subscription	$50.67	False	
26536	Tuo14	Tuolumne County Recorder	10/28/2026	False	True	Monthly subscription to County Records	$243.50	False	
26537	ULI01	ULINE, Attn AR	10/28/2026	False	True	Cleaning Supplies	$484.54	False	
26538	USA03	Usa Blue Book	10/28/2026	False	True	Manhole Lid Sealant	$175.79	False	
26539	VAR01	Variable Speed Solutions	10/28/2026	False	True	Final Progress Payment - VFD Project	$66,170.13	False	
26540	VEC01	Vector Process Solutions, Inc	10/28/2026	False	True	Badger Flow Meter - TFX5000	$4,913.04	False	
26541	Wells	Wells Fargo Vendor Financial Services, LLC	10/28/2026	False	True	Monthly Lease on Admin Copier	$300.30	False	

Check	Vendor	Vendor Name	Check D	Void	Commit	Description	Amount	Reconcil	Clear Da
116002	OE3	Operating Engineers Local #3	10/2/2026	False	True	PR Batch 00004.09.2026 Oper Engin Union Dues	$398.76	False	
116003	OE3	Operating Engineers Local #3	10/21/2026	False	True	PR Batch 00002.10.2026 Oper Engin Union Dues	$398.76	False	
903081	CAL09	CalPers 457 Plan Administrator	10/2/2026	False	True	PR Batch 00004.09.2026 CalPers Def Comp	$2,866.30	False	
903082	EDD01	EDD - Electronic	10/2/2026	False	True	PR Batch 00004.09.2026 State Payroll Taxes	$5,720.25	False	
903083	FedEFTPS	Federal EFTPS	10/2/2026	False	True	PR Batch 00004.09.2026 Federal Payroll Taxes	$24,742.03	False	
903084	Orion	Orion Portfolio Solutions	10/2/2026	False	True	PR Batch 00004.09.2026 Orion 457	$2,179.58	False	
903085	PER01	Pers - Electronic	10/2/2026	False	True	PR Batch 00004.09.2026 CalPERS	$14,397.77	False	
903086	CAL09	CalPers 457 Plan Administrator	10/19/2026	False	True	PR Batch 00002.10.2026 CalPers Def Comp	$2,866.30	False	
903087	EDD01	EDD - Electronic	10/19/2026	False	True	PR Batch 00002.10.2026 State Payroll Tax	$5,347.14	False	
903088	FedEFTPS	Federal EFTPS	10/19/2026	False	True	PR Batch 00001.10.2026 Federal Payroll Tax	$23,293.09	False	
903089	Orion	Orion Portfolio Solutions	10/19/2026	False	True	PR Batch 00002.10.2026 Orion 457	$2,179.58	False	
903090	PER01	Pers - Electronic	10/19/2026	False	True	PR Batch 00002.10.2026 CalPERS	$14,324.64	False	

October Payroll	$122,417.64
Total October Accounts Payable	$568,393.90

Groveland Community Services District

BOARD MEETING AGENDA SUBMITTAL

TO: **GCSD Board of Directors**

FROM: **Peter Kampa, General Manager**

DATE: **November 12, 2026**

SUBJECT: **Agenda Item 6C: Adoption of a Resolution Renewing an Agreement with Sierra Mountain Construction Inc. to Provide On-Call Emergency, Small Capital Improvement Project, and Maintenance Services**

RECOMMENDED ACTION

Staff recommends the following action:
I Move to Adopt Resolution 32-2026 an Agreement with Sierra Mountain Construction Inc. to Provide on Call Emergency, Small Capital Improvement Project, and Maintenance Services.

BACKGROUND

Sierra Mountain Construction Inc. has provided valuable support to the District on infrastructure and emergency maintenance projects over the past several years. Sierra Mountain Construction Inc. has been the successful low bidder for several of the District's infrastructure construction projects and has also assisted with smaller, time-sensitive projects, including water line valve replacements, water leak repairs, fire hydrant replacements, and other emergency maintenance needs.

The District has historically utilized emergency maintenance agreements with both contractors to allow staff to quickly secure assistance when circumstances require an immediate response. The previous agreement with Sierra Mountain Construction Inc. have expired, and the District is seeking to establish updated agreements to ensure this contractor remain available to assist with emergency repairs, maintenance, and other unforeseen infrastructure needs when District resources are insufficient or unavailable.

These agreements will provide the District with an additional resource for responding to emergencies and completing necessary repairs in a timely manner, helping to minimize service disruptions and protect District infrastructure.

The District is authorized under our procurement policies and the public contract code to complete construction projects under and negotiated purchase order arrangements for projects costing less than $60,000. Any task orders executed during a given fiscal year would be contained within that fiscal year's budget, or a budget amendment if the work is emergency in nature requiring immediate response. All work completed under these agreements are billed at the current, published CALTRANS rates.

Staff propose renewing the agreements with Sierra Mountain Construction Inc. for projects that can be completed under individually negotiated task orders in amounts of less than the statutory requirements. A draft agreement is attached for review and consideration.

ATTACHMENTS:

1. Draft Maintenance Agreement
2. Resolution 32-2026

RESOLUTION 32-2026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT RENEWING AN AGREEMENT WITH SIERRA MOUNTAIN CONSTRUCTION INC. TO PROVIDE ON CALL EMERGENCY, SMALL CAPITAL IMPROVEMENT PROJECT, AND MAINTENANCE CONSTRUCTION SERVICES

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District is in need of a contractor for small capital improvement projects and to perform maintenance services on an as-needed basis by purchase order for work costing within the bid limits specified in the Uniform Construction Cost Accounting Act (UCCAA); and

WHEREAS, Sierra Mountain Construction Inc. is a qualified local contractor who has been awarded numerous District construction contracts as low bidders and has consistently performed well on a variety of construction and maintenance projects, and

WHEREAS, the District desires to enter into its standard small construction contract with Sierra Mountain Construction Inc. to establish the terms and conditions for completion of emergency, construction and maintenance projects within the cost limits of District policy, its adopted budget and the expense limits of the UCCAA.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY Adopt Resolution 32-2026 Approving an Agreement with Sierra Mountain Construction Inc. to Provide On-Call Emergency, Small Capital Improvement Project and Maintenance Construction Services.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 12, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVE:

_____

John Armstrong, Board President

ATTEST:

_____

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on November 12, 2026.
DATED: _____

GROVELAND COMMUNITY SERVICES DISTRICT
ON-CALL CONSTRUCTION AND MAINTENANCE SERVICES CONTRACT

This contract ("Contract") is effective as of November 12, 2026, and is between the GROVELAND COMMUNITY SERVICES DISTRICT, a California Community Services District (District) and Sierra Mountain Construction Inc. (SMCI), a corporation ("Contractor"), collectively referred to as the "Parties."

Section 1. **Recitals**: This Contract is entered into with respect to the following facts:

District negotiated and approves by Purchase Order and/Task Order the work involved in On-Call Emergency, Small Capital Improvement Construction, and Maintenance Services Contract, which is more fully described in the Contract Documents.

The District Board of Directors has authorized and delegated to the General Manager the authority to issue contracts for On Call Emergencies, Small Capital Improvement Construction, and Maintenance Service.

Contractor has represented it is qualified to perform all the work required to complete the Project, and the Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.

The General Manager has determined that the public interest, convenience, and necessity require the execution of this Contract and its implementation.

Section 2. **Contract Documents**: This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

2.1 Statement of Experience and Qualifications

2.2 District Request for Qualification

2.3 Notice of Award

2.4 Notices to Proceed or Task Orders

2.5 This Contract

2.6 Verification of California Contractor's License

2.7 Contractor's Certificate Regarding Workers' Compensation

2.8 Certificate(s) of Insurance

2.9 General Conditions/Specifications

2.10 Special Provisions

2.11 Plans and Standard Drawings

2.12 Prevailing Wage Scales

2.13 Caltrans Standard Specifications

2.14 Addenda Nos. _____

2.15 Other documents (list here)

Exhibit A – Compensation

Exhibit B – Insurance

Section 3. The Work:

3.1 The work ("Work") to be performed by Contractor is described in the Contract Documents.

3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.

3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all the labor, materials, tools, equipment, services and transportation necessary to perform all the Work.

3.4 Contractor must perform all the Work in strict accordance with the Contract Documents.

Section 4. Time to Perform the Work:

4.1 The term of this agreement is three years (3) from the effective date, unless otherwise terminated as detailed herein.

4.2 Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.

4.3 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather or weather that demonstrably interferes with or impedes Contractor's performance of critical path operations.

4.4 If Contractor is delayed by any cause beyond Contractor's control, District will grant a reasonable time extension for the completion of the Work corresponding to the type and length of the delay. If delay occurs, Contractor must notify District in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with

Contractor's performance of the Work.

Section 5. **Compensation and Payment**:

5.1 Subject to any limitations provided in the Contract Documents, District agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.

5.2 Contractor must furnish District with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.

5.3 District will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The District General Manager may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.

5.4 If District disputes any item on a Pay Estimate, District will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.

5.5 For contracts greater than Five Thousand dollars ($5,000), the District may withhold as retention five percent (5%) of all billings and the Compensation until final completion and acceptance of the Project Work.

5.6 Contractor may substitute securities meeting the requirements of Public Contract Code section 22300 for any money withheld by the District to ensure the performance under this Contract.

5.7 Except as to any charges for the Work performed that District disputes and the District's standard five-percent retention of the approved progress payment, District will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes District with a release of all undisputed Contract amounts, whichever occurs later, in accordance with Public Contract Code section 20104.50. Federally funded projects will not have a five-percent retention.

5.8 Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contractor prior to final payment by District.

5.9 In the event there is any claim specifically excluded by Contractor from the operation of any release, District may retain the maximum amount allowable under California law.

Section 6. **Labor Code and Prevailing Wage Requirements**:

6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to District for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website: http://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at District's Office and available to Contractor and any other interested party upon request.

6.4 No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

6.5 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

6.6 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to District for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

6.7 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each

craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

6.8 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: http://www.dir.ca.gov/dlse/cmu/cmu.html.

6.9 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a "public work" only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors."

Section 7. **Non-Discrimination**:

Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 8. **General Legal Compliance**:

8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Municipal Code.

8.2 Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by District.

8.3 Contractor must maintain a valid California Contractor's License that is required for the Work on this Project throughout the term of this Contract.

8.4 Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from the District, and otherwise comply with Public Contract Code sections 4100 to 4113, as applicable.

Section 9. **Clayton and Cartwright Act Assignments**:

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time District tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 10. **Independent Contractor**:

Contractor is and will at all times remain as to District a wholly independent contractor. Neither District nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of District.

Section 11. **Indemnification**:

11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify District from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.

11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel approved by District, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any District indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any District indemnified party, then Contractor may submit a claim to District for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the District indemnified

party.

11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the District's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. District will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.

11.4 Contractor agrees that settlement of any Claim will require the consent of District. District agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify District for the costs of any such settlement as required under this Contract.

11.5 Contractor's obligation to indemnify District applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

11.6 For the purposes of this section, "District" includes District's officers, officials, employees and agents.

11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 12. <u>Insurance</u>:

12.1 Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.

12.2 Pursuant to Labor Code section 1861, by signing this Contract and initialing hereunder the Contractor certifies that:

> I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
>
> Contractor's Initials: _____

Section 13. <u>Notice</u>:

13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To District:	**Groveland Community Services District** **18966 Ferretti Road** **Groveland, CA 95321** **Attention: General Manager** **(Tel.) 209-962-7161**
To Contractor:	**Sierra Mountain Construction Inc.** **13919 Mono Way** **Sonora, CA 95370** **(Tel.) 209-928-1900**

13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 14. <u>District Rights of Termination and to Complete the Work:</u>

14.1 The occurrence of any of the following is a default by Contractor under this Contract:

14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time specified or any permitted extension.

14.1.2 Contractor fails to complete the Work on time.

14.1.3 Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.

14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.

14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of District in performing the Work.

14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.

14.2 Upon the occurrence of a default by Contractor, District will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to District for the correction or elimination of such default are made, as determined by District, District may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

14.3 If District takes over the Work as provided in this Section, District may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

14.4 If District takes over the Work, District may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by District in obtaining such materials, will be the responsibility of the Contractor.

Section 15. **Project Documents**: All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of District. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to District in its possession but may retain copies of any of the Project Documents it may desire.

Section 16. **General Provisions:**

16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

16.2 Assignment. Contractor may not assign this Contract without the prior written consent of District, which consent may be withheld in District's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and District prior to the execution of this Contract.

16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of District or District Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

16.6 Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by District of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Tuolumne. In the event of litigation in a U.S. District Court, venue will be in the United States Court for the Eastern District of California.

[Signatures on the following page.]

Groveland CSD
_____Project

Specification No.

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

GROVELAND COMMUNITY SERVICES DISTRICT

_____
Mr. Peter Kampa, General Manager

ATTEST:

_____
Rachel Pearlman, Board Secretary

APPROVED AS TO FORM: LEGAL COUNSEL

_____
Joshua Varinsky

CONTRACTOR
(If not an individual, two signatures are required)

_____
Name and Title

_____
Name and Title

VERIFICATION OF CALIFORNIA

CONTRACTOR'S LICENSE

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

License Number	Class	Expiration Date

_____
CONTRACTOR (PRINT OR TYPE)

_____
DATE

_____
CONTRACTOR SIGNATURE

(Public Contract Code § 6100)

CERTIFICATE REGARDING

WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____
CONTRACTOR NAME (PRINT OR TYPE)

_____
DATE

_____
CONTRACTOR SIGNATURE

EXHIBIT A COMPENSATION

1. **Billing Procedures**:
   Work shall be paid for on **a time and materials basis**. The Contractor shall submit to the District's Project Manager, on a monthly basis, an invoice based on time, materials, and equipment used on the job, including an accounting of the hours by date. All hourly labor and equipment rates shall be listed on the invoice. In addition, backup invoices from all material suppliers shall be attached to the invoice. Payment for the Work shall be in accordance with Caltrans Standard Specifications Section 9-104.

2. **Profit and Overhead**:
   Profit and overhead are limited to a **maximum of 35%** for labor and a **maximum of 15%** for materials. Profit and overhead shall be in accordance with Caltrans Standard Specifications Section 9-104.

3. **Retention**:
   Retention of up to 5% may be withheld at the Project Manager's discretion. Upon completion of the work, final payment including release of any retention shall be made within 30 days of submitting the final invoice.

4. **Labor Compliance**:
   The Contractor shall be paid by the District in accordance with the current California State Prevailing Wage Determination rates for the appropriate job classification. The Contractor is responsible to determine the appropriate wage classification. The District will compensate up to, but not to exceed the appropriate prevailing wage rate. For Contractors, whose labor force is part of a collective bargaining agreement that includes pay rates that exceed the current prevailing wage, the Contractor will not be eligible to claim additional payment from the District.

5. **Equipment Rates**:
   The Contractor shall be compensated by the District in **accordance with the hourly equipment rates listed in the most recent edition of the Caltrans Labor Surcharge and Equipment Rental Rates** as found:

   https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge

6. **Overtime Work or Night Work**:
   All overtime and/or night work shall be preapproved by the District's Project Manager. Additional employee wages, profit and overhead for night and holiday work only may be negotiated.

EXHIBIT B INSURANCE

Insurance Requirements - The Contractor shall, at its sole cost, obtain and maintain, in force and effect for the duration of the Work, including the Guarantee and Warranty periods, insurance of the following types with limits not less than those set forth below, in a company or companies with a Best's rating of no less than A:VII and admitted to issue insurance in the jurisdiction(s) in which all work is to be performed, where the site is located and where any waste is transported or deposited. The Contractor shall require compliance with these Insurance Requirements by its lower tier subcontractors:

1. Workers' Compensation and Employer's Liability Insurance - The Contractor and all Subcontractors shall insure, under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Act amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee. This insurance shall contain a waiver of subrogation against the Groveland Community Services District (Owner) and the Project Manager, and each of their officers, employees, agents and consultants.

2. Comprehensive General Liability Insurance (Occurrence Form) ISO Form CG 00 01 10 93 with a full defense and indemnity, and unless modified in the Supplementary Conditions, shall include:
    a. a minimum combined single limit of liability of $1,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damag;

    b. a minimum limit of liability of $1,000,000 each person for personal and advertis ing injury liability;

    c. a minimum limit of liability of $1,000,000 each occurrence for products/complet ed operations liability. The products completed operations liability shall be maintained in full force and effect for not less than 10 years following completion of any of the Contractor's work;

    d. a general aggregate limit of not less than $1,000,000, which shall be provided on a per project basis by means of ISO Endorsement CG 25 03 11 85;

    e. an endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds. Such endorsement shall be made upon an ISO Endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees or Contractor (Form B) and shall state "insurance is primary and all other insurance shall be noncontributory" and shall waive all rights of subrogation against the additional insureds;

    f. XCU coverage for claims arising from explosion, collapse and underground damage;

    g. Accidental spillage, cleanup and other related costs;

    h. Contractual liability coverage for all oral and written contracts including the indemnity provisions contained herein

    i. Deductibles shall not exceed $5,000 per occurrence and shall be the sole

responsibility of the Contractor;

j. Coverage for Cross Liability and coverage for Severability of Interest shall be included;

k. Claims made policies are not acceptable;

3. Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence, and shall include:

   1. An endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds, states such "insurance is primary and all other insurance shall be noncontributory", and waives all rights of subrogation against the additional insureds;

   2. Coverage for Cross Liability and coverage for Severability of Interest.

4. Property Insurance shall be on an all-risk policy form and shall include:
   a. A minimum limit of liability in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles;

   b. The interests of the Owner, the Contractor, the Engineer, and the Design Engineer and each of their officers, employees, agents, consultants, and all tiers of subcontractors, all of whom shall be listed as insureds or additional insureds and the policy shall, by endorsement, waive all rights of subrogation against the insureds and additional insureds and the endorsement shall state: “Subrogation: This insurance shall not be invalidated should the named Insured waive in writing prior to a loss, any right of recovery against any person for loss occurring to the property described.”;

   c. Coverage for the Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, the Contractor shall bear all reasonable costs properly attributable thereto;

   d. Coverage against the perils of fire and extended coverage and all physical loss or damage including, without limitation or duplication of coverage:

      i. lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles;

      ii. theft, vandalism, malicious mischief, and water damage;

      iii. collapse, flood, overflow from bodies of water, landslide, water pressure or earth movement and earthquake;

      iv. removal of debris resulting from an insured loss and demolition occasioned by enforcement of any applicable legal requirements;

      v. falsework, temporary buildings and safety devices used by the Contractor to perform the work;

      vi. portions of the Work stored on and off the site and in transit when such portions

of the Work are included in an Application for Payment;

e. Remaining in full force and effect until the Final Payment has been made to the Contractor. The property insurance policy shall be endorsed to allow for partial use or occupancy by the Owner without permitting a cancellation or lapse of insurance coverage;

f. Deductibles shall not exceed $5,000 per occurrence with a deductible aggregate of $5,000. The Contractor shall pay for deductible losses at no cost to any other insured or additional insured.

Certificates of Insurance:
Prior to beginning any Work, the Contractor shall file with the Owner Certificates of Insurance in a form satisfactory to Owner (ACCORD form) along with a copy of all endorsements. The certificates shall name the Tuolumne Utilities District as an additional insured, shall state "insurance is primary and all other insurance shall be noncontributory", shall waive all rights of subrogation against the additional insureds; and shall also contain a provision that the Owner, shall be notified in writing 30 days before the policies may be canceled or allowed to expire or any reduction in coverage. An additional certificate shall be submitted with the final Application for Payment showing required continuation of coverage beyond the Final Payment.

Property Insurance: Adjustment of Loss. A loss insured under the Contractor's property insurance shall be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Contractor shall deposit the insurance proceeds in a separate account and shall distribute payment to the parties in proportion to their cost for repairing or replacing the damaged Work. The Contractor shall provide a complete audited accounting of the distribution of insurance proceeds to all parties of interest.

Groveland Community Services District

BOARD MEETING AGENDA SUBMITTAL

TO: **GCSD Board of Directors**

FROM: **Peter Kampa, General Manager**

DATE: **November 12, 2026**

SUBJECT: **Agenda Item 8A: Adoption of A Resolution Approving the Memorandum of Understanding between Tuolumne County and the District for a California Arts in Parks Grant Program to Fund the Me-Wuk Heritage Mosaics**

RECOMMENDED ACTION

Staff recommends the following action:
I Move to Adopt Resolution 35-2026 Approving the Memorandum of Understanding between Tuolumne County and the District for a California Arts in Parks Grant Program to Fund the Me-Wuk Heritage Mosaics.

BACKGROUND:

Tuolumne County has been awarded $28,000 through the Arts in California Parks grant program, a partnership between California State Parks, the California Arts Council, and Parks California. The program supports arts and cultural experiences in outdoor public spaces throughout California.

As part of the grant-funded project, Tuolumne County asked to partner with the Groveland Community Services District (GCSD) and lead artist Black Bear Mosaics to create and install "Harvesting Acorns: A Me-Wuk Heritage Mosaic" at Mary Laveroni Park.

The project will celebrate the region's Indigenous heritage through a public mosaic developed with community participation, including hands-on craft workshops and visual storytelling. The project will also build upon community engagement and improvements initiated through the County's Caltrans Clean California Grant Program work in Groveland.

GCSD would like to partner with Tuolumne County in supporting the public art enhancements at Mary Laveroni Park. Additional project details, including the anticipated schedule and coordination of installation activities, will be developed as the project moves forward.

FISCAL IMPACT:

The project is supported by a $28,000 grant awarded to Tuolumne County. No direct financial commitment from GCSD.

ATTACHMENT:

1. Tuolumne County Press Release - Arts in California Parks Grant Award
2. MOU
3. Resolution 35-2026

Department of Public Works

Blossom Scott-Heim, P.E.
Director

Deborah Reagan
Assistant Director

48 Yaney Avenue, Sonora
Mailing: 2 S. Green Street
Sonora, CA 95370
209.533.5601
www.tuolumnecounty.ca.gov

ADMINISTRATION
Assistant to the Department Head
Emma Hawks
209.694.2718

AIRPORTS
Airport Manager
Tonya Scheftner, P.G.
209.533.5685

BUSINESS
PW Fiscal Officer
Doreen Ellis
209.533.5972

ENGINEERING
Supervising Engineer
Denise Zitnik, P.E.
209.533.5904

FACILITIES MANAGEMENT
Steve Wyhlidko
Korin Gregson
209.533.5660

GEOGRAPHIC INFORMATION SYSTEMS
GIS Coordinator
Madeline Amlin
209.533.6592

ROADS AND FLEET OPERATIONS
Superintendent of Roads and Fleet
Spencer Stobaugh
209.533.5609

SOLID WASTE
Deborah Reagan
209.533.5588

SURVEYING
County Surveyor
209.533.5626

PRESS RELEASE

Date: November 3, 2026
Division: Public Works
Contact: Director of Public Works
Phone: (209) 533-5601, option 1

FOR IMMEDIATE RELEASE

TUOLUMNE COUNTY RECEIVES ARTS IN CALIFORNIA PARKS GRANT

Groveland – Tuolumne County has received $28,000 in grant funding from Arts in California Parks, a partnership between California State Parks, the California Arts Council and Parks California to support artists, culture bearers, California Native American tribes and local groups in creating art and cultural experiences in outdoor spaces.

Launched in 2024 and managed by Parks California, Arts in California Parks grants initiative expands access to the arts in outdoor spaces, supporting artists, California Native American tribes and local groups to help keep parks welcoming and inclusive for all. The five-year pilot initiative has invested more than $8.2 million to support 94 organizations and more than 300 community arts events across California. Projects show how arts and culture can transform parks into vibrant gathering spaces, celebrating local histories, elevating Indigenous and community knowledge, supporting artists and culture bearers and creating new ways for Californians to experience and connect with parks.

Throughout the year, Tuolumne County will:

- *Partner with the Groveland Community Services District and Lead Artist Black Bear Mosaics to construct and install Harvesting Acorns: A Me-Wuk Heritage Mosaic at Mary Laveroni Park.*
- *Honor the region's Indigenous heritage through a public mosaic which will be developed with the community via hands on craft workshops and visual storytelling.*
- *Build on the initial local participation that was identified as part of the Department of Public Works' work in Groveland under the Caltrans Clean California Grant Program by working with GCSD to deliver public art enhancements to Mary Laveroni Park.*

Learn more about the funded projects at **Parks.ca.gov/Arts**.

About Arts in California Parks
Launched in 2024, Arts in California Parks was developed in partnership with California State Parks, the California Arts Council and Parks California. The program aligns with statewide initiatives including Outdoors for All which was signed into law in September 2026, and California State Parks' Reexamining Our Past Initiative. By leveraging public and private partnerships, the program increases access to the arts and reduces barriers for participation in parks. Through grants, Arts in California Parks supports culture bearers, tribes and local nonprofit organizations to create community art experiences that are accessible and inclusive.

###

RESOLUTION 35-2026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN TUOLUMNE COUNTY AND THE DISTRICT FOR A CALIFORNIA ARTS IN PARKS GRANT PROGRAM TO FUND THE ME-WUK HERITAGE MOSAIC

WHEREAS, Tuolumne County requested a letter of support from the Groveland Community Services District (District) for its grant application through the California Arts in Parks Grant Program; and

WHEREAS, Tuolumne County was subsequently awarded $28,000 in grant funding to support the creation and installation of "Harvesting Acorns: A Me-Wuk Heritage Mosaic" at Mary Laveroni Park; and

WHEREAS, the District recognizes the value of supporting public art and cultural enhancements at Mary Laveroni Park and desires to partner with Tuolumne County in bringing this community project to fruition; and

WHEREAS, the Memorandum of Understanding establishes the partnership and respective responsibilities of Tuolumne County and the District for implementation of the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Groveland Community Services District hereby approves the Memorandum of Understanding between Tuolumne County and the District for the California Arts in Parks Grant Program to fund the Me-Wuk Heritage Mosaic at Mary Laveroni Park.

BE IT FURTHER RESOLVED that the Board of Directors authorizes the General Manager to execute the Memorandum of Understanding and any associated documents necessary to carry out the purposes of this agreement.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 12, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVE:

_____

John Armstrong, Board President

ATTEST:

_____

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on November 12, 2026.
DATED: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
GROVELAND COMMUNITY SERVICES DISTRICT
FOR
PARKS CALIFORNIA GRANT #2026-018-AX

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ___ day of _____, 2026, by and between the County of Tuolumne, ("County"), and the Groveland Community Services District, ("Agency").

WITNESSETH:

WHEREAS, the Tuolumne County Board of Supervisors has authorized the Public Works Director to apply for and secure grant funding for local infrastructure and community enhancement projects; and

WHEREAS, through the Caltrans Clean California program, additional community benefit opportunities were identified for Groveland, leading to an application for the California Arts in Parks grant program to fund the Me-Wuk Heritage Mosaic; and

WHEREAS, the Groveland Community Services District supports this initiative and is agreeable to the installation of the mural within Mary Laveroni Park; and

WHEREAS, the project "Harvesting Acorns: A Me-Wuk Heritage Mosaic" has been approved for funding in part through the Arts in California Parks grant program, administered by Parks California in partnership with the California Department of Parks and Recreation; and

WHEREAS, Section 17 of Grant Agreement #2026-018-AX requires the County to enter into an agreement with the property owner (GCSD) within 90 days of grant execution to address site control, liability, insurance, ongoing maintenance, and intellectual property.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. **PURPOSE**

   The purpose of this MOU is granting site access, installation rights, and defining operational/maintenance roles for the creation of the Harvesting Acorns: A Me-Wuk Heritage Mosaic at Mary Laveroni Community Park (18930 CA-120, Groveland, CA). This MOU is created to comply with the conditions set forth in Parks California Grant #2026-018-AX.

2. **TERM**

The term of this MOU shall commence on upon full execution by both Parties and terminate on October 30, 2027, unless extended as provided by this MOU.

3. COUNTY'S RESPONSIBILITIES

The County shall be responsible for the following:

A. Grant Administration: Serve as the primary grantee and fiscal agent for Parks California Grant Agreement #2026-018-AX; manage all project funds ($28,200.00), submit required progress/financial reports, and maintain financial records in accordance with grant requirements.

B. Project Oversight: Procure, contract with, and oversee the primary artist (Black Bear Mosaics) and project subcontractors for the fabrication and installation of the Harvesting Acorns: A Me-Wuk Heritage Mosaic.

C. Volunteer Coordination: Coordinate volunteer activities and workshops involving project partners.

D. Public Relations: Draft and submit all press releases, public announcements, and promotional materials to Parks California and the California Department of Parks and Recreation for review and approval prior to public release, pursuant to Attachment 3 of the Grant Agreement.

E. Insurance: Maintain, or cause its contractors to maintain, the insurance required of the County under Attachment 4 of the Grant Agreement.

4. AGENCY'S RESPONSIBILITIES

The Agency shall be responsible for the following:

A. Site Access: Grant the County, its contractors, artists, and designated volunteers non-exclusive access to Mary Laveroni Community Park (18930 CA-120, Groveland, CA) for site preparation, workshop hosting, and mosaic installation during agreed-upon project hours.

B. Ownership: Unless otherwise agreed in writing, ownership of the Permanent Work shall transfer to the Agency upon completion and acceptance of installation. Any transfer of ownership shall not affect the artist's intellectual property rights under U.S. copyright law.

C. Ongoing Maintenance: Assume ongoing routine maintenance, cleaning, and upkeep of the completed mosaic installation following the final acceptance of construction and closeout of the grant project.

D. Site Preservation/Modifications: Maintain the mosaic in its installed location for its useful life. In the event GCSD determines that repair, relocation, or removal of the artwork becomes necessary, GCSD shall provide advance written notice to the

County to ensure compliance with applicable artist rights (VARA) and state grant conditions.

E. Brand and Media Compliance: Ensure that any park signage, social media posts, or district communications regarding the mosaic incorporate the required logo acknowledgments for Parks California, the California Department of Parks and Recreation, and the California Arts Council as set forth in Attachment 3 of the Grant Agreement.

F. Permitting: As the owner of the park site, obtain, or reasonably cooperate with the County in obtaining, any permits, approvals, or encroachment authorizations required for the installation, maintenance, and preservation of the mosaic on GCSD property.

5. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate; provided, however, no termination shall relieve the Agency of, the ongoing maintenance, site preservation, and brand and media compliance obligations under Sections 4.B, 4.C and 4.D.

6. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

7. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

8. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth in Parks California Grant Agreement #2026-018-AX and any subsequent reporting requirements as directed by Parks California, the California Department of Parks and Recreation, or the California Arts Council. Without limiting the generality of the foregoing, the Parties specifically agree to comply with the following grant obligations:

A. Public Display License: Adherence to the non-exclusive public display license reserved by Parks California and the State of California pursuant to Grant Agreement #2026-018-AX.

B. Non-Discrimination: Compliance with all applicable state and federal employment laws, including the California Fair Employment and Housing Act

(Gov. Code § 12990) as referenced in Attachment 4, Section 14 of the Grant Agreement.

C. Prohibited Uses: Refraining from using grant funding or project resources for political campaigning, voter registration, lobbying, or civil disobedience.

D. Indemnification and Hold Harmless: Compliance with the third-party hold harmless and indemnification obligations required by Parks California and the California Department of Parks and Recreation under Grant Agreement #2026-018-AX.

9. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

10. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

11. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

12. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

13. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

Any and all notices, reports or other communications to be given to County or Agency shall be given to the persons representing the respective parties at the following addresses:

AGENCY:
[INSERT CONTACT INFO]

COUNTY:
Denise Zitnik
County of Tuolumne
2 South Green Street
Sonora, CA 95370
dzitnik@co.tuolumne.ca.us

15. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

17. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

18. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

19. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

20. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

21. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

23. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY:	**Groveland Community Services District:**
Roger Root, County Administrator	Pete Kampa, General Manager
Blossom Scott-Heim, Director of Public Works	
APPROVED AS TO LEGAL FORM:	

Todd James, Deputy County Counsel	

Exhibit A
Grant Agreement

Groveland Community Services District

BOARD MEETING AGENDA SUBMITTAL

TO: **GCSD Board of Directors**

FROM: **Josh Varinsky, General Counsel**

DATE: **November 12, 2026**

SUBJECT: **Adoption of a Resolution Approving Amended and Extended Employment Agreement for General Manager, Peter Kampa**

RECOMMENDED ACTION:

I move to Adopt Resolution 36-2026, approving the amended and extended employment agreement for General Manager, Peter Kampa.

BACKGROUND/DISCUSSION:

On October 21, 2026, Board President John Armstrong requested that the District revisit the employment agreement between the Groveland Community Services District ("District") and General Manager Peter Kampa. The intent of the request was to recognize the satisfactory performance of the General Manager, support continuity of District operations and stable leadership, and to provide a fair opportunity for evaluation of the General Manager after an election.

At the Board President's request, and for consideration by the Board, the District's General Counsel updated and amended the existing employment agreement to include the requested changes. Certain revisions simply reorganize, clarify, or remove certain provisions. There is no salary increase included in the amended agreement. There are several changes of note which incorporate the request into the employment agreement:

> **Term – Section 2(A).** Under the current agreement, the General Manager's employment term began March 11, 2026, and continues through June 30, 2027. The new term extends the agreement through June 30, 2030.
>
> **Transition Period After Election - Section 4(E).** Under this provision, the Board may not terminate the General Manager without cause during the four-month period immediately following the date that elected directors take office after any District

Board election. The provision also contains a 12-month severance payment in the event the Board proceeds with termination without cause. The 12-month severance payment is greater than what would otherwise apply to a termination without cause outside of this 4-month transition period, which is a severance payment of 6 months. The Board still has the ability to terminate the General Manager for cause at any time. The provision is intended to protect continuity of District operations and ratepayers, to provide new directors a reasonable opportunity to become familiar with District operations, and to provide a fair opportunity for evaluation before making any leadership change.

FISCAL IMPACT:

There is no anticipated or immediate budget impact for this item. The General Manager is an established position for the District and there is no salary increase. The District should take note that severance provisions are included which may cause an unbudgeted expenditure, if termination were to occur without cause.

ATTACHMENTS:

1. Resolution 36-2026
2. Amended Employment Agreement for Peter Kampa

RESOLUTION 36-2026

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT EXTENDING AND APPROVING AN AMENDED EMPLOYMENT AGREEMENT WITH GENERAL MANAGER PETER KAMPA

WHEREAS, Peter Kampa currently serves as General Manager of the Groveland Community Services District ("District") under an Employment Agreement dated March 11, 2026 ("Existing Agreement"); and

WHEREAS, the Existing Agreement provides for a term of employment from March 11, 2026, through June 30, 2027; and

WHEREAS, Board President John Armstrong requested that the District revisit the employment agreement, and further prepare an amended agreement that extends the General Manager's term of employment and adds protections to support continuity of District operations; and

WHEREAS, the District's General Counsel prepared an amended General Manager Employment Agreement ("Amended Agreement"), attached hereto as **Exhibit A**; and

WHEREAS, the Amended Agreement is intended to recognize the satisfactory performance of the General Manager, to extend the term of the Existing Agreement, and to provide a transition period for elected directors to become familiar with District operations while affording the General Manager a fair opportunity for performance evaluation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AS FOLLOWS:

1. The Recitals above are hereby found to be true and correct and are incorporated herein by this reference.

2. The Board hereby approves and authorizes execution of the Amended Employment Agreement between the District and Peter Kampa, attached hereto as **Exhibit A**.

EXHIBIT A

General Manager Employment Agreement

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 12, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVE:

John Armstrong, Board President

ATTEST:

Rachel Pearlman, Board Secretary

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on November 12, 2026.

DATED: _____

EMPLOYMENT AGREEMENT

GROVELAND COMMUNITY SERVICES DISTRICT

GENERAL MANAGER

This GENERAL MANAGER EMPLOYMENT AGREEMENT ("Agreement") entered into and effective this November 12, 2026 is made by and between the Groveland Community Services District ("District") and Peter Kampa ("Employee" or "General Manager").

RECITALS

A. Employee currently serves as the District's General Manager, and the District desires to continue Employee's employment in that capacity and establish the compensation and conditions of employment of the General Manager.

B. Employee desires to accept employment as General Manager under the terms and conditions contained in this contract.

C. This Agreement, made effective as of the date written above, shall amend, supersede, and replace in its entirety the prior Employment Agreement between the District and Employee dated March 11, 2026 and any prior agreements.

In consideration of the mutual covenants and conditions contained in this contract, the parties agree as follows:

AGREEMENT

SECTION 1. DUTIES

A. The District hereby employs Employee as the General Manager to perform the functions and duties specified by the District, and attached hereto as **Exhibit A** and incorporated herein by reference.

B. The General Manager position is a full-time, salaried, exempt position. Employee is expected to devote a great deal of time, both during and outside normal business hours, to the District's business. The District shall be the employee's primary employer. Employee shall not accept or engage in other employment without the District's prior written approval, which shall not be unreasonably withheld and may be denied for a legitimate business reason, including an actual or potential conflict of interest or material interference with Employee's duties to the District. Notwithstanding the foregoing, the District approves Employee's continued provision of part-time general manager services to the Copper Valley Community Services District.

C. Employee shall not engage in any activity that is or may become a conflict of interest or which may create an incompatibility of office as defined under California law.

SECTION 2. TERM

A. The term of this Agreement shall commence on **November 12, 2026** and continue through **June 30, 2030** unless earlier terminated in accordance with the termination, severance, or resignation provisions of this Agreement.

B. The parties acknowledge that Employee's employment is at the will of the District. Except as expressly provided in this Agreement, nothing herein shall limit or otherwise interfere with party's right to terminate the employment relationship at any time in accordance with Section 4 of the Agreement.

SECTION 3. COMPENSATION AND BENEFITS

A. Salary. District shall pay Employee an annual base salary of **Two Hundred Twenty-Two Thousand Five Hundred Sixty Dollars ($222,560.00)**, payable in installments at the same times and in the same manner as other District employees (currently bi-weekly). Employee shall receive an annual cost-of-living adjustment ("COLA") effective July 1 of each fiscal year in the same percentages as those provided to other full-time District employees.

B. Annual Performance Review. The District's Board of Directors shall regularly conduct a performance review of the General Manager. As part of that review, the Board may evaluate and consider adjustments to Employee's compensation and benefits based on performance, the District's needs and financial circumstances, and other relevant factors. The Board may also establish or revise performance goals and objectives for the subsequent review period. A satisfactory or favorable performance review does not entitle Employee to increased compensation.

C. Benefits. District will provide the General Manager with the same types and levels of benefits provided to other full-time District employees, including, but not limited to holidays, sick leave, life insurance, medical insurance, dental insurance and vision insurance in accordance with the District's Policy Manual, as amended from time to time. Employee shall also be eligible, to the same extent as similarly situated District employees, to participate in the California Public Employees' Retirement System (CalPERS), including applicable employer and employee contributions, in accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA), the District's adopted policies, and applicable CalPERS requirements.

D. Vacation Leave. Employee shall accrue vacation leave at a rate of thirty (30) working days per year, equivalent to two hundred forty (240) hours per year, accrued on a prorated basis each pay period. Employee may accumulate a maximum balance of sixty (60) days, equivalent to four hundred eighty (480) hours, of vacation leave. Upon reaching the maximum accumulated balance, further accruals shall cease until Employee uses sufficient leave to reduce the balance below the maximum, at which time accruals shall resume, subject to the maximum accumulation limit. Accrued and unused vacation leave shall constitute vested compensation. Upon separation from employment for any reason, Employee shall be paid for all accrued and unused vacation leave earned through the last day of employment, calculated at Employee's then-current base rate of compensation. Except as otherwise expressly provided in this Agreement, the scheduling, use, and administration of vacation leave shall be governed by the District's Personnel

Policies, as amended from time to time.

SECTION 4. TERMINATION OF EMPLOYMENT

A. At Will Employee. Employee serves at the pleasure of the District. Except as provided specifically herein, nothing in this Agreement shall be construed to prevent, limit or otherwise interfere with the right of the District to terminate Employee's employment with or without cause. There is no express or implied promise made to Employee for any form of continued employment and Employee specifically acknowledges he has no property right in his continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the General Manager and the District.

B. Termination by Mutual Agreement. The District and Employee may terminate this Agreement at any time by mutual agreement, subject to any terms and conditions agreed upon by the parties.

C. Termination Without Cause. The District may terminate Employee's employment without cause, as defined in Section 4(G), in its sole discretion, upon thirty (30) days' written notice. If the District terminates Employee without cause, the District shall pay Employee severance in an amount equal to six (6) months of Employee's then-current base salary or, if fewer than six (6) months remain on the term of this Agreement, the amount of Employee's then-current base salary for the remainder of the term, whichever is less. This severance payment shall be consistent with Government Code section 53260, which limits severance payments to the lesser of eighteen (18) months' salary or the salary for the remainder of the employment contract. In no event shall Employee be entitled to more than six (6) months' severance pay.

D. Reimbursement of Severance and Paid Administrative Leave. Pursuant to Government Code sections 53243 and 53243.2, Employee shall fully reimburse the District for (1) any salary received while on paid administrative leave pending an investigation, and (2) any cash settlement or severance payment received in connection with termination of this Agreement, if Employee is convicted of a crime involving abuse of Employee's office or position.

E. Transition Period After Election. Notwithstanding any other provision of this Agreement, the District shall not terminate Employee without cause during the four (4) month period immediately following the date that elected directors take office after any District Board election ("Transition Period"). The Transition Period is intended to allow the Board of Directors, including any newly elected directors, an opportunity to become familiar with District operations and evaluate Employee's performance. This provision is intended to promote continuity of District operations and to protect the interests of District ratepayers. Nothing in this subsection shall preclude the District from terminating Employee for cause, as defined in subdivision 4(G), during the Transition Period.

If the District terminates Employee without cause in violation of this subsection, Employee shall be entitled to severance pay equal to twelve (12) months of Employee's then-base salary or the maximum permitted under Government Code section 53260, whichever is less, in lieu of the severance otherwise payable under subsection 4(C). This severance obligation is a consequence of the District's breach of this subsection and is not an alternative means of

complying with its requirements. Payment of such additional severance shall not constitute Employee's exclusive remedy for the District's breach.

F. Resignation of the General Manager. Employee may resign from employment with the District at any time by providing the District with one hundred twenty (120) days' written notice of Employee's intention to resign. The parties acknowledge that this notice period is intended to provide the District with an opportunity to ensure an orderly transition of management responsibilities. The District may, in its discretion, waive all or any portion of the notice period. Employee shall not be entitled to severance pay upon resignation.

G. Termination for Cause, or in the Event of Death. Notwithstanding any other provision of this Agreement, this Agreement shall terminate immediately upon Employee's death or upon the District's termination of Employee's employment for cause as defined below. Upon termination under this subsection, Employee shall not be entitled to severance or other compensation under this Agreement, except for salary earned but unpaid through the effective date of termination and any accrued or vested benefits payable under applicable law or the terms of the applicable benefit plan(s). The District shall have no further obligations under this Agreement, except for obligations that expressly survive termination.

"Cause" for termination shall include, but shall not be limited to, any of the following acts or conditions on the part of Employee:

(1) Any grounds for termination recognized under California Labor Code section 2924, amended or superseded from time to time, including willful breach of duty, habitual neglect of duty, or continued incapacity to perform assigned duties; or

(2) Persistent or material failure or refusal to perform duties and responsibilities of the General Manager, including failure to correct identified deficiencies in performance;

(3) Conduct, whether during or outside working hours, that materially discredits the District or substantially impairs Employee's ability to perform the duties of General Manager;

(4) Conviction of, or entry of a plea of *nolo contendere* to, a felony or any crime involving moral turpitude or dishonesty;

(5) Conviction of, or entry of a pleas of *nolo contendere* to any crime involving moral turpitude or dishonesty.

(6) A material breach of this Agreement;

(7) Insubordination, gross negligence, or willful misconduct in the performance of Employee's duties. Violation of District policies, rules, or procedures that results in, or creates a substantial risk of, significant loss, damage, or injury to the district, its property, employees, or operations;

(8) Continual tardiness or failure to report to work without justification;

(9) Fraud, embezzlement, bribery, misappropriation, or other serious conduct in connection with Employee's employment or the District's business.

H. Disability or Inability to Perform Essential Functions. If Employee becomes unable to perform one or more essential functions of the General Manager position, with or without reasonable accommodation, the District shall engage in the interactive process and determine whether a reasonable accommodation would enable Employee to perform those functions without imposing an undue hardship on the District.

If, after engaging in the interactive process and considering all reasonable accommodations, the District determines that Employee cannot perform the essential functions of the position, or that no reasonable accommodation is available that would permit Employee to do so without imposing an undue hardship on the District, the District may terminate Employee's employment in accordance with applicable law.

SECTION 5. PROFESSIONAL GROWTH AND STANDING

A. The District encourages the continuing professional growth of the General Manager through his participation in activities such as those conducted by or sponsored by the California Special Districts Association (CSDA). To that end, the District shall support the General Manager's nomination for CSDA Board membership and related activities. Participation in such activities shall be considered normal workdays.

B. The District shall proportionally fund the General Manager's attendance, including registration, travel, meals and related costs at industry functions and training activities, such as the CSDA annual conference, General Manager Summit, Legislative Action Days and similar activities. These activities shall be coordinated with the District and costs reimbursed in accordance with applicable District policies and rules and regulations.

SECTION 6. GENERAL PROVISIONS

A. Law Governing Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of California.

B. Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the District and Employee concerning Employee's employment as General Manager. Any modification of this Agreement shall be effective only if set forth in a written amendment duly approved by the District and executed by both parties.

C. Notices. Any notices given pursuant to the terms of this contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(i) DISTRICT:

Groveland Community Services District
P.O. Box 350
Groveland, CA 95321-0350

(ii) Employee:
Peter Kampa
P.O. Box 3221
Sonora, CA 95370

(iii) COPY TO:
Joshua Varinsky
GCSD General Counsel
White Brenner LLP
1608 T St.
Sacramento, CA 95811

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

D. Waiver. No waiver by either party hereto with respect to performance of any other provision of this Agreement shall be binding unless expressed in writing, nor be deemed a waiver of any preceding or succeeding required performance hereunder.

E. Assignment. This Agreement is not assignable by the District or the Employee.

F. Severability. If any provision of this Agreement is finally held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect unless the invalid provision is so integral to the Agreement that the remaining provisions cannot be reasonably given effect without it.

[*Signatures on next page*]

IN WITNESS THEREOF, the Parties have caused this Agreement as of the dates below. The Effective Date is considered the date first written above.

DISTRICT:	**EMPLOYEE:**
Groveland Community Services District	Peter Kampa
By: _____ John Armstrong, President	By: _____
Date: _____	Date: _____

ATTEST:

By: _____
Rachel Pearlman, Board Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
Josh Varinsky, General Counsel

Date: _____

EXHIBIT A

GENERAL MANAGER

General Description:

Under administrative direction of the Board of Directors, the General Manager is responsible for the financial, administrative, and operational affairs of the District. He/she represents the Board's policies and programs with employees, community organizations, the general public, other agencies, and associations. The General Manager is responsible for managing all expenditures, programs, and projects of the District and manages this process through the development and implementation of the District's Budget. The General Manager is responsible for all Human Resources and Personnel issues in the District.

Essential Functions: *Essential responsibilities and duties for the General Manager include, but are not limited to the following:*

- Serve as the Chief Executive Officer of the District, with responsibility for the day-to-day and long-term operations and activities of the District, organizing and assigning responsibilities, and directing and overseeing the management provided by the subordinate managers.
- Provides advice and consultation on the development of District programs, projects and policies.
- Keeps the Board of Directors advised of District activities and laws, issues or problems that may affect District Operations.
- Coordinates the preparation of the Agenda for Board Meetings and Board Committee Meetings.
- Motivates employees to safe and efficient operations of the District
- Oversees the preparation and implementation of the District's Annual Budget.
- Responsible for all personnel matters, including employment procedures, grievance, employer-employee relations, performance evaluations and goal setting, and training.
- Responsible for all financial matters of the District, including payment authorization, grant applications, and contracts and agreements
- Responsible for the planning and implementation of long and short-term Capital Improvement Programs.
- Responsible for Strategic Planning activities, and the long-term goals and objectives of the District.
- Serves as the District's representative with other government and community agencies, boards, and commissions.
- Represents the Board's policies and programs with employees, community representatives, and other governmental agencies.
- Responds to and resolves difficult and sensitive customer inquiries and complaints.

General Manager Entry Requirements

Knowledge of:

- Principles and practices of executive management and leadership, including planning and organizing responsibilities, motivation and delegation of authority.
- Applicable federal, state, and local laws, codes and regulation relative to water treatment and distribution, wastewater collection, treatment and disposal, and fire departments.
- Fundamentals of safety and risk management.
- Principles and practices of construction and service contract negotiations and administration.

Demonstrated ability to:

- Formulate, manage, and implement annual budgets.
- Develop and implement Strategic Plans.
- Motivate and manage a safe and efficient staff.
- Manage small- and large-scale capital projects.
- Work with and assist Boards of Directors of diverse backgrounds and motivations.
- Creatively solve complex administrative, financial and technical (operational and engineering) problems.
- Understand diverse technical and engineering principles.
- Work with regulatory agencies.
- Pass physical and drug screening tests.
- Demonstrate knowledge of the Operations and Maintenance of a Water and Wastewater system.
- Effectively communicate orally and in writing, including written reports and oral presentations.
- Plan, establish and implement programs, services, capital improvements, goals objectives, policies, and procedures.
- Understand and interpret Grant Applications, and have successful award experience.
-

Desirable Attributes:

- Prior work experience with a Community Services District.
- Prior experience working with a Public Fire Agency.
- Registered professional Engineer with experience in water and waste water system design.
- Experience of and familiarity with Government accounting standards.

Physical Demands:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential

functions.

While performing the duties of this job, the employee is regularly required to speak and hear to effectively interface with other staff members and the public; maintain the capacity to sit at the computer for a period of time; walk, stand, kneel, climb, stoop, bend, squat; and use hands and fingers to write and to handle, grip and operate office equipment and drive a District vehicle.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus.

Work Environment:

The work environment characteristics described below are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Inside: The majority of the job activities are performed indoors in a temperature-controlled environment.

Noise/Vibration: The majority of the job activities have minimal exposure to noise generated from the operation of office equipment.

Education/Certification:

BS or MS degree from an accredited college or university, in Engineering (preferred), or Public Administration. (Applicants with evidence of extensive experience in lieu of Four year degree may be considered.)

Candidates shall demonstrate continued professional development through continuing education and/or certification programs.

Must possess a valid California driver's license, have a satisfactory driving record, and be insurable by the District to operate District vehicles